

BUSINESS STATUS SELECTION BY ENTERTAINER
AND OFFER OF EMPLOYMENT

As a result of our review of your application, interview, and audition, the Club would like to offer you the opportunity to perform here. There are different business arrangements under which you can perform, and we want **YOU** to make the decision as to the way that **YOU** want to perform at this Club. You can do so either as: 1) an INDEPENDENT PROFESSIONAL ENTERTAINER; or 2) an EMPLOYEE.

We have listed below some of the general distinctions between performing here as an Independent Professional Entertainer or as an Employee. This document is not intended to provide legal or tax advice, and is merely a summary of general information.

WE DO NOT, HOWEVER, WANT YOU TO MAKE ANY RASH OR UNINFORMED DECISIONS CONCERNING THE MATTERS SET OUT IN THIS DOCUMENT. YOU ARE ENCOURAGED TO CONSULT WITH ANY PERSONS OF YOUR CHOICE, INCLUDING ATTORNEYS, ACCOUNTANTS AND/OR TAX PROFESSIONALS, PRIOR TO MAKING THIS SELECTION. IN ADDITION, IF YOU WOULD LIKE TO SEE A COPY OF THE CONTRACT THAT THE CLUB USES FOR INDEPENDENT PROFESSIONAL ENTERTAINERS (CALLED AN "ENTERTAINER LICENSING AGREEMENT") PRIOR TO MAKING YOUR DECISION, PLEASE JUST ASK AND WE WILL BE HAPPY TO PROVIDE YOU WITH A COPY TO REVIEW. FEEL FREE TO TAKE THESE DOCUMENTS HOME AND REVIEW THEM AT YOUR LEISURE BEFORE MAKING YOUR CHOICE.

After reviewing this information, we would like you to select the circumstances under which you want to perform at this Club. The Club management expresses no opinion on this matter, and we will be happy to have you perform here under either structure. This is your choice to make.

The Club will rely upon the selection you have made at the end of this document, and will offer you the opportunity to enter into the business arrangement that **YOU** selected.

Here are the general differences of the two distinct arrangements under which you can perform at this Club:

**INDEPENDENT PROFESSIONAL
ENTERTAINER STATUS**

VS.

EMPLOYEE STATUS

1. As an Independent Professional Entertainer, you will enter into a written contract with the Club which will be for a certain period of time; which will specify in writing the rights, duties and obligations of both you and the Club; and which cannot be changed except upon the mutual agreement of both you and Club management. The Club will not be able to terminate your contract during the specified period except upon the limited reasons identified in the contract.

2. As an Independent Professional Entertainer, all of your earnings will come directly from your customers. **YOU WILL NOT RECEIVE ANY PAY FROM THE CLUB, EITHER BY WAY OF AN HOURLY WAGE OR A SALARY.** You will charge your customers for your dance performances, and the money that you receive from them – either by way of mandatory charges for entertainment ("Entertainment Fees," discussed in number 4 below) or tips (discussed in number 3 immediately below) – will be your money that you will be able to take home at the end of the day. You will, however, be required to pay certain fees to the Club for having the right to perform here. You can review a copy of the contract that the Club uses in order to see the current amount of those fees.

1. As an Employee, you will not have a contract with the Club. Rather, your employment will be "at will," meaning that your employment can be terminated by the Club at any time, without cause and without prior notice. The Club will have the right to change the terms of your employment at its discretion at any time.

2. As an Employee, you will be paid every other Friday on an hourly basis at a rate equal to the current applicable tip—credited minimum wage. Under such an employment relationship, you would be paid, in accordance with Section 203(m) of the Fair Labor Standards Act and applicable state law, the legally permitted "tip-credited" wage (\$2.13 per hour at the time of the drafting of this document, and as adjusted by applicable law). The Club would then increase your wages by taking the allowable tip-credit (\$5.12 per hour at the time of the drafting of this document, and as adjusted by applicable law), which cannot exceed the amount of tips actually received and kept by you. If, in a workweek, you did not earn at the least the full minimum wage through wages and retained tips (\$7.25 per hour at the time of the drafting of this document, and as adjusted by applicable law), the Club would pay you the difference so that you would earn the full minimum wage for each hour worked. These "tip credit"

3. As an Independent Professional Entertainer, all tips that you earn (gratuities paid by customer *over and above* the established Entertainment Fees, as well as stage tips) are yours to keep. You will not be required to share your tips, or "tip out," to anyone.

4. As an Independent Professional Entertainer, the Entertainment Fees you charge your customers belong to you, and are yours to keep subject only to certain licensing fees.

5. As an Independent Professional Entertainer, you will be responsible for taking care of and paying all taxes and other withholdings due on your income.

6. As an Independent Professional Entertainer, you keep track of your own income. You do not report your Entertainment Fees or tip income to the Club (although the Club will be tracking the Entertainment Fees that you earn). You can take tax deductions for travel, advertising, makeup, costumes, props, tanning, health clubs, cosmetic surgery, etc., as allowed by law.

7. As an Independent Professional Entertainer, you may perform wherever you choose, and may perform at other clubs while you are under contract with this Club.

8. As an Independent Professional Entertainer, you will determine the days and times you perform at the Club. In addition, you can perform as many hours per day as you desire, although you will receive no "overtime" pay from the Club.

9. As an Independent Professional Entertainer, whether you take breaks, when you take your breaks, and the number and duration of any breaks, is totally up to you. The only restriction on your breaks is that you should not, obviously, take a break during your stage performances.

10. As an Independent Professional Entertainer, you can perform for whomever you choose, and can reject any customers you want.

provisions would not apply unless you were informed of them.

3. As an Employee, you would be entitled to retain all tips that you collect (gratuities paid by customers *over and above* the established Entertainment Fees, as well as stage tips, but not the mandatory Entertainment Fees you charge for personal performances – see number 4 below), although you will be required to pay 15% of your tips into a "tip pool" that would be distributed to non-dancer regularly tipped employees.

4. As an Employee, the Entertainment Fees you charge customers belong to the Club. You will have to turn them over to management before the end of your shift.

5. As an Employee, the Club will take out of your pay all taxes and other withholdings required by law.

6. As an Employee, you must, by law, report ALL of your tip income to the Club. You cannot deduct from your taxes the incidental expenses of your employment. In addition, the Club is required by law to pay to the IRS, out of the wages due to you, taxes owed on your tip income. If you make a substantial amount in tips, this could then result in you receiving a "zero" paycheck. If you have any questions about this, consult an accountant.

7. As an Employee, you will be prohibited from performing at other establishments.

8. As an Employee, the Club will select your schedule (both days and times), with input from you. The final decision of your work schedule, however, will be made by Club management based upon consideration of its business needs, such as the expected number of entertainers and guests, etc. The Club will generally not permit you to work any "overtime." However, at the discretion of management you may be required to work overtime, and you will be paid time and one-half for any excess hours that you work as required by law.

9. As an Employee, the Club will determine the time, number and duration of your breaks, consistent with state law.

10. As an Employee, you will be required to perform for all customers.

11. As an Independent Professional Entertainer, you will never be required by the Club to give "free" dances to anyone.

12. As an Independent Professional Entertainer, you will never be required to engage in any Club promotions or advertising.

13. As an Independent Professional Entertainer, you will have the freedom to choose your own costumes, and you will be required to provide your own costumes. However, you will be expected to appear in costuming consistent with industry standards for professional entertainers performing in upscale, high-end, entertainment facilities.

14. As an Independent Professional Entertainer, you will determine your own appearance.

15. As an Independent Professional Entertainer, you will not be given any training. You will be expected to come to the Club with the necessary skills to perform as a professional exotic dance entertainer. You may perform in any lawful manner of your own choosing and you will not have to meet any type of "performance standards" set by the Club.

16. As an Independent Professional Entertainer, if you are injured at the Club, you will not be covered by Workers' Compensation Insurance, but you can sue the Club, if it is at fault, and your only limits of recovery are those that may be imposed by state law.

17. As an Independent Professional Entertainer, you will not be entitled to unemployment compensation benefits either if your contract expires or the Club terminates it early for any of the reasons listed in the agreement.

18. As an Independent Professional Entertainer, the Club will not offer you any form of health insurance.

19. By selecting Independent Professional Entertainer status, you will be acknowledging that you understand that you are not entitled to benefits under the Fair Labor Standards Act (minimum wage and overtime laws, among other things), the National Labor Relations Act, Equal Employment Opportunity laws, and other laws that protect employees.

11. As an Employee, you may, at the direction of management, be required to give "free" dances to certain customers.

12. As an Employee, you may, at the discretion of management, be required to participate in various Club promotions and advertising, both on and off the Club premises.

13. As an Employee, you will be required to wear the costumes selected by the Club, which will provide to you, free of charge, two costumes every two months and a pair of performance footwear every three months.

14. As an Employee, your appearance must comply with Club standards. Management will tell you how to wear your hair, and how your makeup should look.

15. As an Employee, you will be required to undergo dancer training, you must perform consistent with the standards set in that training, and you will be expected to meet certain dance minimum quotas in order to be able to keep your job.

16. As an Employee, if you are hurt at work your sole recourse against the Club, under most circumstances, will be for "Worker's Compensation" benefits. You will not have to prove the Club was at fault, but you will be subject to the limits of that coverage.

17. As an Employee, if you are fired or laid off, you may be entitled – if you have worked a sufficient period of time and satisfied other legal requirements – to unemployment compensation benefits. These benefits are for a fixed period of time and are set by law.

18. As an Employee, if the Club is at any time required to offer certain of its employees health insurance and you qualify, you may, but need not, accept such health insurance so long as you agree to pay the policy premiums up to a maximum of 8% of your total household income (wages and tips).

19. As an Employee, you will be entitled to certain legal protections under the Fair Labor Standards Act, the National Labor Relations Act, the Equal Employment Opportunity Act, and other laws that protect employees. You can find out about your rights as an employee by going to, among other places, the websites at www.dol.gov/esu/whd/flsa and www.doli.virginia.gov, and/or by reviewing the employment law posters that are displayed in the Club (if you have any questions as to where they are located, please ask a manager and he or she will direct you to them). You may also be

entitled, depending upon the amount of time you work, to other employee benefits. If you have any questions about this, ask a manager.

(THIS SPACE INTENTIONALLY LEFT BLANK)

AFTER HAVING REVIEWED THE ABOVE INFORMATION AND HAVING CONSIDERED THESE MATTERS:

X

I desire to perform as an Independent Professional Entertainer.


In light of your selection to perform as an Independent Professional Entertainer, we want to be sure that you are aware of the significance of the choice you have made. Consequently, **DO NOT SIGN THIS DOCUMENT UNLESS YOU FULLY UNDERSTAND AND AGREE TO THE FOLLOWING STATEMENTS:**

By selecting to perform at this Club as an Independent Professional Entertainer, I acknowledge and represent that I have been afforded the opportunity to work at the Club as an employee-entertainer. However, after careful consideration I have willingly and intentionally chosen NOT to do so. In fact, I specifically REJECT the offer of employment extended to me by the Club, and I DECLINE and REFUSE the opportunity to enter into the type of employment arrangement discussed here. I desire, instead, to perform as an Independent Professional Entertainer under the terms set out in this document. I have made this choice of my own free will, and no one has forced, coerced, or threatened me to make this selection.

Accordingly, I hereby REJECT, DISAVOW, RENOUNCE AND REPUDIATE, any and all benefits that employee status may provide to me and any and all obligations that it may impose upon me.

I further understand and agree that the Club will rely on the statements, acknowledgements, representations, and the choice, that I have made in this document.

I desire to work at the Club as an Employee entertainer.


Entertainer's signature

Emily Lacuesta

Entertainer's name (please print)

DATED: 2/8/18

ENTERTAINER LICENSING AGREEMENT

NOTICE: THIS IS A LEGAL CONTRACT. DO NOT SIGN IT UNLESS YOU FULLY UNDERSTAND AND AGREE TO ALL OF ITS TERMS (AND PLEASE NOTE THAT THIS CONTRACT CONTAINS AN AGREEMENT TO INDIVIDUALLY ARBITRATE DISPUTES AND CLAIMS, WHICH IS FOUND IN PARAGRAPH 21). IF YOU HAVE ANY QUESTIONS, FEEL FREE TO TALK TO THE CLUB'S GENERAL MANAGER. WE SUGGEST THAT BEFORE SIGNING, YOU HAVE THIS CONTRACT REVIEWED BY AN ATTORNEY, ACCOUNTANT, OR OTHER PERSON OF YOUR CHOICE. IN ADDITION, EVEN IF YOU PREVIOUSLY SIGNED A SIMILAR CONTRACT, READ THIS ONE OVER CAREFULLY AS IT MAY BE DIFFERENT FROM THOSE YOU MAY HAVE SIGNED IN THE PAST.

This Entertainer Licensing Agreement ("Agreement") is entered into by the "Club" and "Entertainer" (the "Parties," with each being a "Party"), to permit Entertainer to use certain portions of the "Premises." The "Club," "Entertainer," and "Premises" are identified on the last page of this Agreement.

PURPOSE OF AGREEMENT:

The Club operates an entertainment facility on the Premises. Entertainer, who is engaged in the independently established trade and occupation of professional exotic dance entertainers and who runs her own business that provides such entertainment services and is licensed to do so (if legally required), desires to obtain the right to use certain areas of the Premises for her professional activities.

TERMS OF AGREEMENT:

Club and Entertainer agree as follows:

1. **Licensed Use of The Premises/Term.** The Club grants to Entertainer the right, during normal business hours, to jointly, along with other entertainers, use the stage areas and certain other portions of the Premises designated by the Club (this is referred to as a "licensing" arrangement, with the Entertainer being the licensee). This Agreement begins today and ends on the earlier of: A) October 31, 2018; or B) a termination date as provided for in paragraph 18.

2. **Club's Additional Obligations.** The Club shall:

A. Provide music for use on the Premises, lighting, and dressing room facilities, and pay all copyright fees due relative to that music; and

B. Reasonably advertise the business for the benefit of both Entertainer and the Club. This does not, however, prohibit Entertainer from advertising her services in any manner she so desires.

3. **Assignment of Rights.** This Agreement is based upon Entertainer's personal skills and artistic talent. Consequently, Entertainer has no right to assign any of her rights or obligations in this Agreement to any other person without the written consent of the Club. However, Entertainer has the right to substitute the services of any entertainer who has also entered into an Entertainer Licensing Agreement with the Club.

4. No Underage Drinking of Alcohol. Zero tolerance for any ABC alcohol violations on premises,

5. **Use of Premises.** Entertainer agrees to:

A. Perform clothed, semi-nude ("topless"), and to perform in stage promotion rotations in order to ensure a continuous entertainment performance on the Premises;

B. Obtain, keep in effect, and have in her possession at all times while she is on the Premises, any and all required licenses and/or permits;

C. Read, understand, comply with, and not violate, any and all laws that apply to Entertainer's conduct while on the Premises, and provide only lawful entertainment services (violations of the law are beyond the scope of authority under, and constitute a breach of, this Agreement);

D. Maintain accurate daily records of all income, including tips, earned while performing on the Premises, in accordance with all taxation laws; and

E. Pay for any damages she causes to the Premises and/or to any of the Club's personal property.

6. **Compliance with Rules.** The Club may impose rules upon the use of the Premises by Entertainer as the Club deems necessary in order to ensure that: A) no damage to the Club's property occurs; B) the Premises are used in a safe fashion for the benefit of all entertainers, patrons, employees and others; and C) no violations of the law occur. Entertainer agrees to comply with all such rules.

7. **Nature of Performance and Costuming.** Other than to ensure compliance with all applicable laws, the Club shall have no right to direct or control the nature, content, character, manner or means of Entertainer's entertainment

services, her performances, or the costumes/wearing apparel she selects. Entertainer shall have full control over all such matters. Entertainer shall supply and exclusively pay for all of her own costumes and wearing apparel (which must comply with all applicable laws and shall be in accordance with industry standards for professional entertainers performing in upscale, high-end, entertainment facilities), and all of her props or other equipment that she may use during, or as a part of, her performances.

8. **Intellectual Property.** Entertainer retains all intellectual property rights to her performances and likeness, unless assigned by her in writing.

9. **Nature of Business.** Entertainer understands: A) That the nature of the Club's business is adult entertainment; and B) that she may be subjected to partial or full nudity (depending on the law), explicit language, advances by customers, depictions or portrayals of a sexual nature, and to similar types of behavior. Entertainer represents that she is not and will not be offended by, and she assumes any and all risks associated with, being subjected to such matters.

10. **Privacy.** Privacy and personal safety are important concerns to Entertainer. Accordingly, the Club shall not knowingly disclose to any persons who are not associated with the Club, Entertainer's legal name, address, email address, or telephone number, except upon written authorization of the Entertainer or as required by law.

11. **Entertainment Fees.** In consultation with the entertainers who are parties to Entertainment Licensing Agreements with the Club, the Club shall establish fixed fees as the price for certain personal performances ("Entertainment Fees"). Entertainer agrees not to charge a customer less than the fixed price for any such performance unless the Entertainer notifies the Club in writing of any charges to her customers of a lower amount. Nothing in this Agreement, however, limits Entertainer from receiving tips over-and-above the established price for such performances (Entertainer is not required to share her tips with anyone else). THE PARTIES SPECIFICALLY ACKNOWLEDGE AND AGREE THAT ENTERTAINMENT FEES ARE NEITHER TIPS NOR GRATUITIES, BUT ARE, RATHER, MANDATORY CHARGES TO THE CUSTOMER AS THE PRICE FOR PURCHASING A PERSONAL ENTERTAINMENT PERFORMANCE.

12. **Business Relationship of Parties.**

A. Entertainer acknowledges that the Club has offered to hire her as an employee, but that she has **REJECTED** that offer and desires, instead, to perform as a licensee under the terms of this Agreement.

B. The Parties acknowledge that the business relationship created between them is that of a licensing arrangement for the joint and non-exclusive use of certain parts of the Premises (meaning that other entertainers are also parties to licensing agreements to use parts of the Premises at the same time). **THE PARTIES SPECIFICALLY DISAVOW ANY EMPLOYMENT RELATIONSHIP BETWEEN THEM, and this Agreement shall not be interpreted as creating an employer/employee relationship or any contract for employment. ENTERTAINER UNDERSTANDS THAT THE CLUB WILL NOT PROVIDE TO HER ANY WAGE (WHETHER HOURLY OR OTHERWISE), OVERTIME PAY, EXPENSES, OR OTHER EMPLOYEE-RELATED BENEFITS.**

C. The Club and Entertainer acknowledge that if the relationship between them was that of employer and employee, the Club would be required to collect, and would retain, all Entertainment Fees paid by customers to Entertainer – **ENTERTAINER SPECIFICALLY ACKNOWLEDGING THAT IN AN EMPLOYER/EMPLOYEE RELATIONSHIP ALL ENTERTAINMENT FEES WOULD BE, BOTH CONTRACTUALLY AND AS A MATTER OF LAW, THE PROPERTY OF THE CLUB AND NOT THE PROPERTY OF ENTERTAINER. ENTERTAINER'S RIGHT TO OBTAIN AND KEEP ENTERTAINMENT FEES IS SPECIFICALLY CONTINGENT UPON THE BUSINESS RELATIONSHIP OF THE PARTIES BEING THAT OF A LICENSING STRUCTURE.**

Under an employment relationship, Entertainer would be paid, in accordance with Section 203(m) of the Fair Labor Standards Act and applicable state law, the legally permitted "tip-credited" wage (\$2.13 per hour at the time of the drafting of this Agreement, and as adjusted by applicable law). The Club would then increase Entertainer's wages by the amount of tip income she earned and retained, up to the allowable tip credit (\$5.12 per hour at the time of the drafting of this Agreement, and as adjusted by applicable law), which could not exceed the amount of tips actually and ultimately received and retained by Entertainer. If, in a workweek, Entertainer did not earn at least the full minimum wage through wages and retained tips, the Club would pay Entertainer the difference so that she earned the full minimum wage for each hour worked (\$7.25 per hour at the time of the drafting of this Agreement, and as adjusted by applicable law). These "tip credit" provisions would not apply unless Entertainer was informed of them; this document serving as such notice. Entertainer would further be entitled to all retain tips – *but not Entertainment Fees* – that she

Date: 4/2/18

may collect, although she would be required to pay 15% of her tips into a "tip pool" that would be distributed to non-dancer regularly tipped employees.

The Parties additionally acknowledge that were the relationship between them to be that of employer/employee, Entertainer's employment would be "at will" (she could be fired at any time without cause and without prior warning), and the Club could control, among other things, Entertainer's: Work schedule and hours of work; job responsibilities; physical appearance (such as make-up, hairstyle, etc.); costumes/wearing apparel; music; work habits; the selection of her customers; the nature, content, character, manner and means of her performances; and her ability to perform at other locations.

ENTERTAINER REPRESENTS THAT SHE DESIRES TO BE ABLE TO MAKE ALL OF THESE CHOICES HERSELF, WITHOUT THE CONTROL OF THE CLUB, AND THE PARTIES AGREE THAT ALL SUCH DECISIONS ARE EXCLUSIVELY RESERVED TO BE MADE BY HER.

ENTERTAINER FURTHER REPRESENTS THAT SHE DOES NOT DESIRE TO PERFORM AS AN EMPLOYEE OF THE CLUB UNDER THE TERMS OUTLINED ABOVE, BUT, RATHER, DESIRES TO PERFORM AS A LICENSEE CONSISTENT WITH THE OTHER PROVISIONS OF THIS AGREEMENT.

C.

D. If any court, tribunal, arbitrator, or governmental agency determines that the relationship between the Parties is one of employment and that Entertainer is then entitled to the payment of wages from the Club, all of the following shall apply:

i. In order to comply with applicable tax laws and to assure that the Club is not unjustly harmed and that Entertainer is not unjustly enriched by the Parties having financially operated pursuant to this Agreement, the Parties agree that Entertainer shall surrender, reimburse and remit to the Club, all Entertainment Fees received by her during all periods in which the court, tribunal, arbitrator, or governmental agency finds her to have been the employee of the Club (the "Reclassification Period") - all of which would otherwise have been collected and kept by the Club had they not been retained by Entertainer under the terms of this Agreement;

ii. Entertainer shall immediately remit to the

Club 15% of all tips that she earned during the **Reclassification Period**, which shall be distributed to non-dancer regularly tipped employees, and shall provide to the Club a signed and legally compliant statement of all tip income earned by her during the **Reclassification Period**.

iii. Any **Entertainment Fees** from the **Reclassification Period** that Entertainer does not return to the Club shall be deemed service charges paid by the customer and shall be accounted for by the Club as such. The Club shall then be entitled to a credit against any wages due in the amount of the **Entertainment Fees** retained by Entertainer, and such fees shall therefore constitute wages paid from the Club to Entertainer. In such circumstances, the Club shall immediately submit to the IRS and applicable state taxing authorities all necessary filings regarding such income; and

iv. The relationship of the Parties shall immediately convert to an employment arrangement under the terms in subparagraph 12(C).

E. If at any time Entertainer believes that - - irrespective of the terms of this Agreement - - she is being treated as an employee by the Club or that her relationship with the Club is truly that of an employee, Entertainer shall immediately, but in no event later than three business days thereafter: i) provide notice to the Club in writing of her demand to be fully treated as an employee consistent with the terms of subparagraph 12(C) and applicable law; and ii) begin reporting all of her tip income to the Club on a daily basis (such tip reporting being legally required of all regularly tipped employees). The Club shall then convert Entertainer to an employee consistent with the provisions of subparagraph 12(C) of this Agreement and the "Employee Status" provisions of the Business Status Selection by Entertainer and Offer of Employment document previously signed by Entertainer.

F. If at any time during this Agreement, Entertainer desires to convert to being an employee-entertainer, Entertainer shall notify the Club of her desire in writing, and the Club shall thereafter convert her to an employee consistent with the provisions of subparagraph 12(C) of this Agreement and the "Employee Status" provisions of the Business Status Selection by Entertainer and Offer of Employment document previously signed by Entertainer.

G. If at any time Entertainer contends that she should not be bound by the terms of this Agreement and that

Date: 2/8/18

she is or was entitled to the payment of wages during any period of time that she performed at the Club, Entertainer shall, contemporaneously with making such a demand, provide to the Club a signed and legally compliant statement of all tip income earned by her during the time she claims to have been entitled to the payment of wages.

13. **Taxes.** Entertainer is exclusively responsible for, and shall pay, all applicable taxes and contributions imposed upon any income she earned while performing on the Premises. Entertainer shall timely file all required income tax returns.
14. **Scheduling of Performance Dates.** No later than the 15th day of each calendar month, Entertainer shall provide to the Club a schedule of the entertainment sessions that she intends to perform during the following month (each such entertainment session being one "Show Date"). The Club shall make the licensed portions of the Premises available to Entertainer during the dates and times she selects, subject only to space availability. Entertainer may be permitted perform on the Premises during unscheduled Show Dates, subject to space availability and the terms of this Agreement.
15. **License Fees.** Entertainer shall pay licensing fees ("Licensing Fees") to the Club in amounts stated in Exhibit "A." Licensing Fees shall be paid immediately upon completion of the Show Date for which they are due.
16. **Material Breach by Club.** The Club materially breaches this Agreement by failing to provide to Entertainer the licensed portions of the Premises on any day she schedules herself to perform, or by willfully violating any law governing the operation of the Club. The Club shall not be liable for acts of nature or other causes beyond its reasonable control.
17. **Material Breach by Entertainer.** Entertainer materially breaches this Agreement by failing to maintain any and all required licenses and/or permits; willfully violating any law while on the Premises; failing to appear for a scheduled Show Date on two or more occasions in any one calendar month; failing to pay any Licensing Fees when due; or claiming the business relationship with the Club as being other than that of a licensing arrangement.
18. **Termination/Breach.** Either Party may terminate this Agreement, without cause, upon thirty (30) days' notice. Upon material breach, the non-breaching Party may terminate this Agreement upon twenty-four (24) hours' notice or as otherwise may be provided by law. Nothing in this paragraph, however, shall allow Entertainer to perform on the Premises without a valid license or permit, if applicable, or to continue to engage in conduct

in violation of any laws.

19. **Severability.** If any provision of this Agreement is declared to be illegal or unenforceable, this Agreement shall, to the extent possible, be interpreted as if that provision was not a part of this Agreement; it being the intent of the Parties that such part be, to the extent possible, severable from this Agreement as a whole. Nevertheless, in the circumstance of a judicial, arbitration, or administrative determination that the business relationship between Entertainer and the Club is something other than that of a licensing structure, the relationship between Entertainer and the Club shall be governed by the provisions of subparagraphs 12(C) and 12(D).
20. **Governing Law.** This Agreement shall be interpreted pursuant to the laws of the State of Virginia, except as may be preempted by the Federal Arbitration Act.
21. **ARBITRATION/WAIVER OF CLASS AND COLLECTIVE ACTIONS/ATTORNEY FEES AND COSTS.**

NOTE: PROCEEDINGS IN ADMINISTRATIVE AGENCIES, SUCH AS THE NATIONAL LABOR RELATIONS BOARD, THE DEPARTMENT OF LABOR, AND THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, ARE **NOT** GOVERNED OR BARRED BY THE PROVISIONS IN THIS PARAGRAPH 21. **ENTERTAINER MAY FILE ANY CLAIM SHE WANTS WITH ANY ADMINISTRATIVE AGENCY REGARDLESS OF ANYTHING CONTAINED IN THIS PARAGRAPH 21.**

IN ORDER TO RESOLVE DISPUTES THAT MAY ARISE OUT OF ENTERTAINER PERFORMING AT THIS CLUB, THE CLUB HAS ESTABLISHED A PRIVATE "ARBITRATION" PROCESS SET OUT IN THIS PARAGRAPH 21. ARBITRATION IS SIMILAR TO A COURT PROCEEDING BUT IT'S LESS FORMAL, LESS TIME-CONSUMING, AND CAN BE LESS EXPENSIVE THAN GOING TO COURT. THROUGH ARBITRATION, THE PARTIES AGREE TO HAVE THEIR NON-ADMINISTRATIVE DISPUTES RESOLVED BY AN "ARBITRATOR" (USUALLY AN ATTORNEY, WHO IS SOMETIMES A RETIRED JUDGE), **INSTEAD OF BY A COURT OR JURY.**

THIS IS THE ARBITRATION PROCESS THAT WILL GOVERN FOR ANY NON-ADMINISTRATIVE DISPUTES:

Date: 2/9/18

- A. ANY CONTROVERSY, DISPUTE, OR CLAIM ARISING OUT OF, OR RELATING IN ANY WAY TO, THIS AGREEMENT, ITS TERMINATION, ENTERTAINER PERFORMING AND/OR WORKING AT THE CLUB AT ANY TIME, OR THE TERMINATION OF SUCH PERFORMANCES OR WORK (COLLECTIVELY IN THIS PARAGRAPH 21, A "CLAIM" OR "CLAIMS"), SHALL BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT (THE "F.A.A.").

THIS REQUIREMENT TO ARBITRATE ANY AND ALL NON-ADMINISTRATIVE CLAIMS APPLIES REGARDLESS OF WHETHER:

- i) SUCH A CLAIM IS BASED UPON CONTRACT, COMMON LAW, EQUITY, STATUTE, REGULATION, ORDINANCE, OR OTHERWISE; AND
- ii) A CLAIM BY ONE PARTY IS ONLY AGAINST THE OTHER PARTY OR IS AGAINST PERSONS OR ENTITIES ASSOCIATED IN ANY WAY WITH THE OTHER PARTY (INCLUDING BUT NOT LIMITED TO PAST, PRESENT, AND FUTURE OWNERS, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, CONSULTANTS, LANDLORDS, LICENSORS, AND/OR AGENTS, WITH EACH SUCH INDIVIDUAL AND ENTITY ALSO BEING CONSIDERED TO BE A "PARTY" FOR PURPOSES OF THIS PARAGRAPH 21).

THE ARBITRATION PROCEEDING SHALL OCCUR IN THE STATE OF VIRGINIA, AND SHALL BE ADMINISTERED BY AN INDEPENDENT NEUTRAL ARBITRATOR AGREED UPON BY THE PARTIES, WHO SHALL BE PERMITTED TO AWARD -- SUBJECT ONLY TO THE RESTRICTIONS CONTAINED IN THIS PARAGRAPH 21 -- ANY RELIEF AVAILABLE IN A COURT.

THE PARTIES WAIVE THE RIGHT TO LITIGATE ALL SUCH NON-ADMINISTRATIVE CLAIMS IN A COURT OF LAW AND WAIVE THE RIGHT TO TRIAL BY JURY. THESE WAIVERS APPLY TO ALL STATUTORY CLAIMS OF EVERY CONCEIVABLE KIND OR NATURE WHATSOEVER (EXCEPT, AGAIN, TO CLAIMS IN ADMINISTRATIVE AGENCIES WHICH, AS REFERENCED IN THE "NOTE"

ABOVE, ARE NOT GOVERNED BY THIS PARAGRAPH 21), INCLUDING BUT NOT LIMITED TO CLAIMS THAT SEEK WAGES AND/OR OTHER EMPLOYMENT BENEFITS, OR THAT ALLEGE HARASSMENT, DISCRIMINATION, OR THE UNLAWFUL PROVIDING OF ALCOHOL ("DRAM SHOP" LIABILITY).

NO DEMAND FOR ARBITRATION MAY BE MADE AFTER THE DATE WHEN THE COMMENCEMENT OF LEGAL OR EQUITABLE PROCEEDINGS BASED ON SUCH A CLAIM WOULD BE BARRED BY THE APPLICABLE STATUTE OF LIMITATIONS.

SUBJECT ONLY TO THE PROVISIONS OF THE F.A.A. AND THIS PARAGRAPH 21, THE ARBITRATOR SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTES OVER THE FORMATION, VALIDITY, INTERPRETATION, AND/OR ENFORCEABILITY OF ANY PART OF THIS AGREEMENT, INCLUDING THE ARBITRATION PROVISIONS CONTAINED IN THIS PARAGRAPH 21 AND THE SCOPE OF THESE ARBITRATION PROVISIONS.

EACH PARTY SHALL INITIALLY BE RESPONSIBLE FOR ITS/THEIR OWN ATTORNEY FEES AND OUT-OF-POCKET COSTS ASSOCIATED WITH THE ARBITRATION PROCEEDING. THE ACTUAL COSTS OF ARBITRATION (THE ARBITRATOR'S FEES AND RELATED EXPENSES) SHALL BE BORNE EQUALLY BY THE ENTERTAINER AND THE CLUB UNLESS APPLICABLE LAW REQUIRES THE ARBITRATOR TO IMPOSE A DIFFERENT ALLOCATION.

EITHER PARTY MAY REQUEST AN ARBITRATOR EXPERIENCED IN THE ADULT ENTERTAINMENT INDUSTRY. THE PROCEEDINGS SHALL BE CONDUCTED IN ACCORDANCE WITH THAT LEVEL OF DUE PROCESS REQUIRED FOR ARBITRATIONS. THE ARBITRATOR'S DECISION (WHICH IS TO BE IN WRITING) SHALL BE FINAL, SUBJECT ONLY TO REVIEW UNDER THE F.A.A. OR AS PROVIDED FOR IN THIS PARAGRAPH 21. ANY AWARD BY THE ARBITRATOR MAY BE ENTERED AS A JUDGMENT IN ANY COURT HAVING JURISDICTION.

- B. ENTERTAINER AND THE CLUB AGREE THAT ANY AND ALL CLAIMS THAT THEY MAY HAVE AGAINST THE OTHER (AND/OR AGAINST ANY PERSONS OR ENTITIES ASSOCIATED WITH THE OTHER), SHALL BE BROUGHT AND MAINTAINED INDIVIDUALLY BY THAT PARTY IN ARBITRATION; THAT THEY WILL NOT CONSOLIDATE THEIR CLAIMS WITH THOSE OF ANY OTHER PERSON OR ENTITY; THAT THEY WILL NOT SEEK CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION TREATMENT FOR ANY CLAIM; AND THAT THEY WILL NOT PARTICIPATE, IN ORDER TO RESOLVE A CLAIM, IN ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION AGAINST THE OTHER (AND/OR AGAINST PERSONS OR ENTITIES ASSOCIATED WITH THE OTHER).

ACCORDINGLY, THE ARBITRATOR SHALL NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIM, AND MAY NOT PRESIDE OVER ANY FORM OF REPRESENTATIVE, CLASS, OR COLLECTIVE PROCEEDINGS. IN THE EVENT AN ACTION IS BROUGHT IN ARBITRATION ON BEHALF OF MULTIPLE INDIVIDUALS AND/OR ENTITIES, THE ARBITRATOR SHALL HAVE ONLY THE AUTHORITY TO DIVIDE THE ACTION INTO INDIVIDUAL PROCEEDINGS; EACH THEN TO BE HEARD BY AN INDIVIDUAL ARBITRATOR.

SHOULD AN ARBITRATOR RULE ON WHETHER A MATTER MAY PROCEED AS A REPRESENTATIVE, CLASS OR COLLECTIVE ARBITRATION (A "SCOPE OF ARBITRATION RULING"), THE ARBITRATOR SHALL IMMEDIATELY STAY ALL PROCEEDINGS FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING SUCH A RULING TO PERMIT ANY PARTY TO MOVE A COURT OF COMPETENT JURISDICTION TO CONFIRM OR VACATE THE SCOPE OF ARBITRATION RULING BY DETERMINING WHETHER THE SCOPE OF ARBITRATION RULING IS IN ACCORDANCE WITH APPLICABLE LAW AND THE TERMS OF THIS PARAGRAPH 21(B). IF, AT THE END OF SUCH 30 DAY PERIOD, NO PARTY HAS MOVED FOR JUDICIAL REVIEW, THE ARBITRATOR SHALL PROCEED WITH THE ARBITRATION. HOWEVER, IF ANY PARTY HAS SOUGHT JUDICIAL REVIEW DURING THAT PERIOD, THE ARBITRATION SHALL BE STAYED UNTIL THE RULING OF THE COURT AND THE CONCLUSION OF ANY AND ALL

APPEALS FROM SUCH RULING.

IN THE EVENT THAT ANY PARTY IS MADE, AT ANY TIME, A MEMBER OF A CLASS IN ANY PROCEEDING BARRED BY THE PROVISIONS OF THIS PARAGRAPH 21(B), THE PARTY AGREES TO "OPT OUT" AT THE FIRST OPPORTUNITY.

- C. IF AT ANY TIME THE PROVISIONS OF PARAGRAPH 21(B) THAT REQUIRE CLAIMS ONLY TO BE BROUGHT ON AN INDIVIDUAL BASIS ARE RULED TO BE UNENFORCEABLE, THEN THE ARBITRATION MAY PROCEED AS AN OPT IN COLLECTIVE ACTION GENERALLY UTILIZING THE PROCEDURES ADOPTED UNDER 29 UNITED STATES CODE SECTION 216(b) OF THE FAIR LABOR STANDARDS ACT FOR DETERMINING THE PARTICIPANTS IN SUCH AN ACTION.

UNDER NO CIRCUMSTANCE SHALL AN ARBITRATION PROCEED ON A CLASS ACTION, OPT OUT, BASIS; THE PARTIES SPECIFICALLY INTENDING THAT IF CLASS ACTION PROCEEDINGS ARE DEEMED TO BE LEGALLY REQUIRED FOR ANY CLAIM, THEN THEY AND ALL OTHER RELATED CLAIMS SHALL BE ADMINISTERED BY A COURT OF LAW.

- D. SHOULD A PARTY SEEK EMERGENCY RELIEF TO PREVENT OR ABATE ALLEGED IRREPARABLE HARM AND THE PARTIES BE UNABLE TO AGREE TO AN ARBITRATOR WITHIN THREE (3) BUSINESS DAYS, THE PARTIES SHALL JOINTLY PETITION A COURT OF COMPETENT JURISDICTION FOR APPOINTMENT OF A NEUTRAL ARBITRATOR TO PRESIDE OVER THE REQUEST FOR EMERGENCY RELIEF.

- E. IN THE EVENT THAT ANY PARTY CHALLENGES, OR IS REQUIRED TO INITIATE PROCEEDINGS TO ENFORCE, THE ARBITRATION REQUIREMENTS OF THIS PARAGRAPH 21, THE PREVAILING PARTY TO SUCH CHALLENGES/ENFORCEMENT PROCEEDINGS SHALL BE ENTITLED TO AN AWARD OF ALL COSTS, INCLUDING REASONABLE ATTORNEY FEES, INCURRED IN LITIGATING SUCH ISSUES.

IN ADDITION, SHOULD A PARTY CHALLENGE, OPPOSE, OR FAIL TO CONSENT TO, THE ENFORCEABILITY OF THE ARBITRATION REQUIREMENTS

Date: 2/3/18

CONTAINED IN THIS PARAGRAPH 21, ANY PARTY THAT PREVAILS IN OBTAINING ENFORCEMENT OF THESE ARBITRATION PROVISIONS SHALL BE ENTITLED TO AN AWARD OF ALL COSTS, INCLUDING REASONABLE ATTORNEY FEES, INCURRED IN LITIGATING ANY OTHER MATTERS IN A COURT OF LAW THAT WOULD NOT HAVE BEEN NECESSARY HAD THE CLAIM(S) INITIALLY BEEN BROUGHT IN ARBITRATION UNDER THE TERMS OF THIS PARAGRAPH 21.

F. ANY RULING ARISING OUT OF A CLAIM BETWEEN THE PARTIES SHALL, TO THE EXTENT NOT PRECLUDED BY LAW, AWARD COSTS INCURRED FOR THE PROCEEDINGS,

INCLUDING REASONABLE ATTORNEY FEES, TO THE PREVAILING PARTY.

G. THE ARBITRATION PROVISIONS OF THIS PARAGRAPH 21 SUPERSEDE ANY PRIOR ARBITRATION AGREEMENT(S) ENTERED INTO BETWEEN THE CLUB AND THE ENTERTAINER.

ALL PORTIONS OF THIS PARAGRAPH 21 SURVIVE EXPIRATION, TERMINATION, AND/OR CANCELLATION OF THIS AGREEMENT.

22. Superseding Effect. The execution of this Agreement by the Parties shall terminate any similar agreement or other similar contract currently in effect between the Parties.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

This Agreement is immediately terminated if Entertainer is not of legal age. Entertainer specifically represents that she is of lawful age or older, that she has provided appropriate identification verifying her age, and that such identification is valid and authentic.

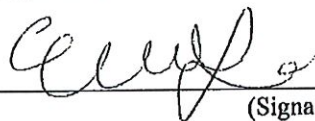
BY SIGNING THIS DOCUMENT, ENTERTAINER REPRESENTS THAT:

- SHE HAS FULLY READ THIS AGREEMENT PRIOR TO SIGNING IT;
- SHE HAS BEEN PROVIDED A COPY OF THIS AGREEMENT AND HAS HAD OPPORTUNITIES TO BOTH ASK QUESTIONS REGARDING ITS CONTENT AND HAVE IT REVIEWED BY PERSONS OF HER CHOICE, INCLUDING BY ATTORNEYS AND ACCOUNTANTS, BEFORE SHE HAS SIGNED IT; AND
- SHE UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT.

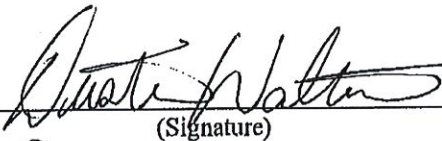
"CLUB"

Club Rouge

"ENTERTAINER"


(Signature)

By:


(Signature)

Dustin Walton
(Printed Name)

Emily Lacuesta
(Printed Name)

Pepper
(Stage Name)

REDACTED

Its:

Manager
(Position)

REDACTED
(Street Address)

(City, State, Zip Code)

Date: 2-8-18

(Entertainer's license/ Permit Number-if applicable)

(Entertainer's I.D. Number)

"PREMISES"

3300 Norfolk St.
Richmond VA

Date: 2/8/18

EXHIBIT "A"

The parties acknowledge and agree that the following terms are incorporated into the Entertainer Licensing Agreement entered into between Entertainer and the Club:

1. **Licensing Fees/Base Licensing Fees.** Pursuant to paragraph 15 of the Entertainer Licensing Agreement, the parties agree that Entertainer shall pay both "Base" and "Additional" Licensing Fees as set forth below. The daily Show Date Base Licensing Fee shall be as follows*:

DAY ENTERTAINMENT SESSION		EVENING ENTERTAINMENT SESSION	
Monday – Sunday		Monday - Sunday	
12:00 noon to 8:00 pm	\$10.00	8:00 pm to Close:	\$20.00
Late Arrival-	\$20.00 per hr	Late Arrival-	\$25.00 per hr

*The times in the Base Licensing Fee schedule above apply to when the Entertainer is dressed and ready to perform, regardless of the time when she arrives at the Club or has scheduled herself to begin to perform on the Premises.


2. **Additional Licensing Fees.** Pursuant to paragraph 15 of the Entertainer Licensing Agreement, Entertainer shall pay Additional Licensing Fees to the Club as follows for the following types of personal dances:

- Individual Dances and Time Only VIP Room Dances will be split 50% to the Entertainer and 50% to the Club.
- Champagne Rooms will be split with Bottle pricing consideration.

3. Any term of the Entertainment Licensing Agreement entered into between Entertainer and the Club not specifically modified by this Exhibit A shall remain in full force and effect.

"CLUB"

Arkesia Inc
d/b/a Club Rouge

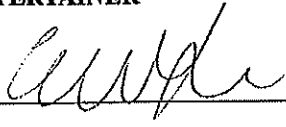
By: 
[signature]

Dustin Walton
[printed name]

Its: Manager

Date: 2-8-18

"ENTERTAINER"


[signature]

Emily Lacuesta
[printed name]

Repper
[stage name]

Date: 2/8/18

CLUB: Rouge

PERFORMER RELATIONSHIP SELECTION AGREEMENT

I, (PERFORMER'S LEGAL NAME) Ashley Cook understand that I have the option to provide services and/or performances to Club Rouge (hereinafter, "The Club") as either a Licensee and Temporary Space Lessee or, if I choose to, as an employee. I acknowledge that I have reviewed the following and that I have elected to choose the option designated at the conclusion of this document. I further acknowledge that I have had an opportunity to consult with an attorney of my own choice prior to making a selection of being a Licensee and Temporary Space Lessee *or* an employee. **I further acknowledge that this Relationship Selection Agreement is not intended to provide legal or tax advice, and is merely a summary of general information that I am urged to research or evaluate on my own, with my own attorney. All descriptions of professional activities are for "example" purposes only, and not intended to describe any specific job or lease responsibilities relating to any specific performer.**

OPTION OF BEING A LICENSEE AND TEMPORARY SPACE LESSEE

The following is an illustrative description of the characteristics of a

Licensee and Temporary Space Lessee

- It is your decision and choice, and entirely under your control to choose when or if you perform and you make your own schedules for performing.
- It is your decision and choice, and entirely under your control to choose *your* costumes, hair styles, nail colors/styles, and accessories, and any aspect of your physical appearance as applicable with all local laws.
- It is your decision and choice, and entirely under your control to choose the music you wish to accompany your performance as available by location.
- It is your decision and choice, and entirely under your control to choreograph your own dance styles and routines.
- It is your decision and choice, and entirely under your control to choose any desired props for shows.
- It is your decision and choice, and entirely under your control to choose those patrons who you wish to dance for.
- It is your decision and choice, and entirely under your control to choose to perform at any Club in any town at any time as you desire.
- You are not required to fill in other positions as needed by the Club such as waitresses.



door persons, janitor, etc.

- You keep any gratuities you receive for your performances.
- It is your decision and choice, and entirely under your control to choose to take vacations or time off any time you wish.
- You keep dance fees minus rent.
- You keep your "conversation fees."
- You take breaks and lunch when you choose.
- You choose the contests you wish to enter, and keep all prize money.
- You do not have to attend any employee meetings.
- You are not required to meet dance quotas.
- You are not required to meet drink quotas.
- You are responsible for paying any and all state or federal taxes on your own income, and you are invited to keep track of any deductions to which you may be entitled to as a Licensee and Temporary Space Lessee. Examples of possible deductions are set forth below, but not offered as any type of tax advice:

EXAMPLES OF POSSIBLE TAX DEDUCTIONS (THIS IS NOT TAX ADVICE!)

- Costumes.
- CD's/tapes, stereo equipment to practice by.
- Airfare, automobile, hotel expenses for travel between Clubs Cosmetology services - hairstyling, nails, tanning, massages, child care deductions.
- Medical bills for business related activities.
- Insurance for business assets.
- Breast implants and other cosmetic surgery for your profession.
- ***NOTICE**- Please ask you tax advisors for any specific advice on IRS regulations.

OPTION OF BEING AN EMPLOYEE

The following is an illustrative description of the characteristics of an Employee

- You will be paid the minimum wage provided by the law, will get reduced minimum wage for tip credit where allowed, and be paid like wait staff (Currently \$2.13 per hour, or as amended by Congress, or as defined by applicable state law).
- Per ABC no employee is allowed to consume alcohol while working.
- You will be paid for overtime (1 ½ times the normal hourly rate) for hours worked in excess of forty (40) hours per week.
The Club will decide whether you are allowed to work overtime.
- You will be given an unpaid one-half (1/2) hour meal break, if you work a continuous period of 8 hours.
- You will be given paid rest breaks, during times authorized by Club management, at a rate of 15 minutes for each 4 hours worked, or major fraction thereof.
- You will be required to share tips with other Club employees, where the law allows.

- You will be required to turn over to the Club all Dance Performance Fees which are charged to the customers for couch, table, VIP and shower dances (including tips or gratuities which you receive in excess of the posted prices).
- The Club will have controls over you which they regularly exert over all of the employees.
- The Club may require you to sell drink quotas, however you shall not solicit the sale of any beverages.
- You may be required to do general cleaning in areas of the Club during *your* shift and before leaving.
- You may be required to fill in for any other employee who does not show up for work no matter what his or her job responsibilities may be, i.e. waitress, door person, janitorial, etc.
- The Club may terminate your employment at any time without cause, and without any prior notice or warning.
- The Club can require you to work a schedule set for you by the Club for a minimum of 40 hours per week.
- The Club can require you to work overtime as needed by the Club.
- The Club can require you to wear costumes, make-up and hair styles selected by the Club (note: If the Club decided to require you wear a uniform or other *accessories distinctive as to style, color, or material, any such uniforms will be* furnished to you - without cost - by the Club, and if such uniforms or accessories require a special cleaning process, and cannot be easily laundered by you, the Club will clean such uniform, as necessary, for you without cost.
- The Club can require you to produce a required quota of dances or lose your job.
- The Club can require you to undergo training, including choreography, under the direction of the Club.
- The Club can require you to dance for customers selected by the Club.
- The Club can require you to dance to music chosen by the Club.
- The Club can require you to dance in a manner directed by the Club.
- The Club can require you to attend employee meetings along with all other Club employees.
- The Club can require you to perform only at this Club or at Clubs specifically approved by the management of this Club.
- The Club can require you to work one full year before taking a vacation.
- The Club can fire you and bring criminal charges against you for overcharging patrons.
- The Club can require you to enter contests at any Club as management so desires.
- You may lose your ability to deduct from your taxes, your normal business expenses such as:

Costumes

CD's/tapes, stereo equipment to practice by

Airfare, automobile, hotel expenses for travel between Clubs Cosmetology services - hairstyling, nails, tanning.

Childcare deduction
Medical bills for business related activities
Transportation expenses, mileage from your home
Evening gowns that you work in
*Ask your tax advisors for IRS regulations,
This is only an example of possible deductions, NOT TAX ADVICE!*

Upon becoming an employee, you will be required by law to:

- Keep a daily record showing for each work day, the amount of cash and credit card tips received directly by you either from customers or Club employees.
- Report to the Club, at least once a month before the 10th day of each month all "tips" and gratuities received by you from customers or from other employees.
- Punch a time-clock, if applicable, in and out like other employees.
- Provide the Club all required personal information for tax purposes.

Upon your decision to become an employee of the Club, management will be required by law to:

- Issue to you, and to the IRS, W-2, W-3 (and 1099-Misc., if required) statements of earnings.
- Increase your reported income to the IRS for tax purposes by an amount equal to 8% of the fees charged for couch, table and VIP dances, as tips, if the tips which you report to the Club as having been received by you are less than 8% of those dance prices (this is the same requirement for all regularly "tipped" employees, including waitresses).
- Report to the IRS all of your earnings, including tip income.
- Deduct from your pay all legally required or allowed amounts, including sums for federal taxes, social security, unemployment compensation, and any other applicable taxes.

I ELECT TO ESTABLISH THE FOLLOWING RELATIONSHIP WITH THE CLUB:

*LICENSEE AND TEMPORARY SPACE LESSEE: ☒ YES ☐ NO

*EMPLOYEE: ☐ YES ☒ NO

AGREED TO AND ACKNOWLEDGED BY:

Ashley Cook
Legal Name of "Performer"

Ashley COOK
Print Name

4/20/2015
Date

Print Name

[Signature]

Witness to Performer's Signature

Danielle Rothbaek

Print Name

[Signature]

Authorized Representative of the Club

4/20/15
Date

5-29-15
Date

Form W-4 (2015)

Purpose: Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. Consider completing a new Form W-4 each year and when your personal or financial situation changes.

Exemption from withholding. If you are exempt, complete only lines 1, 2, 3, 4, and 7 and sign the form to validate it. Your exemption for 2015 expires February 16, 2016. See Pub. 505, Tax Withholding and Estimated Tax.

Note. If another person can claim you as a dependent on his or her tax return, you cannot claim exemption from withholding if your income exceeds \$1,050 and includes more than \$350 of unearned income (for example, interest and dividends).

Exceptions. An employee may be able to claim exemption from withholding even if the employee is a dependent, if the employee:

- Is age 65 or older.
- Is blind, or
- Will claim adjustments to income, tax credits, or itemized deductions, on his or her tax return.

The exceptions do not apply to supplemental wages greater than \$1,000,000.

Basic instructions. If you are not exempt, complete the **Personal Allowances Worksheet** below. The worksheets on page 2 further adjust your withholding allowances based on itemized deductions, certain credits, adjustments to income, or two-earners/multiple jobs situations.

Complete all worksheets that apply. However, you may claim fewer (or zero) allowances. For regular wages, withholding must be based on allowances you claimed and may not be a flat amount or percentage of wages.

Head of household. Generally, you can claim head of household filing status on your tax return only if you are unmarried and pay more than 50% of the costs of keeping up a home for yourself and your dependent(s) or other qualifying individuals. See Pub. 601, Exemptions, Standard Deduction, and Filing Information, for information.

Tax credits. You can take projected tax credits into account in figuring your allowable number of withholding allowances. Credits for child or dependent care expenses and the child tax credit may be claimed using the **Personal Allowances Worksheet** below. See Pub. 606 for information on converting your other credits into withholding allowances.

Nonwage income. If you have a large amount of nonwage income, such as interest or dividends, consider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals. Otherwise, you may owe additional tax. If you have pension or annuity income, see Pub. 605 to find out if you should adjust your withholding on Form W-4 or W-4P.

Two earners or multiple jobs. If you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withholding usually will be most accurate when all allowances are claimed on the Form W-4 for the highest paying job and zero allowances are claimed on the others. See Pub. 505 for details.

Nonresident alien. If you are a nonresident alien, see Notice 1392, Supplemental Form W-4 (Instructions for Nonresident Aliens), before completing this form.

Check your withholding. After your Form W-4 takes effect, use Pub. 506 to see how the amount you are having withheld compares to your projected total tax for 2015. See Pub. 505, especially if your earnings exceed \$130,000 (Single) or \$180,000 (Married).

Future developments. Information about any future developments affecting Form W-4 (such as legislation enacted after we release it) will be posted at www.irs.gov/w4.

Personal Allowances Worksheet (Keep for your records.)

A	Enter "1" for yourself if no one else can claim you as a dependent.	A
B	Enter "1" if: <ul style="list-style-type: none"> • You are single and have only one job; or • You are married, have only one job, and your spouse does not work; or • Your wages from a second job or your spouse's wages (or the total of both) are \$1,500 or less. 	B
C	Enter "1" for your spouse. But, you may choose to enter "-0-" if you are married and have either a working spouse or more than one job. (Entering "-0-" may help you avoid having too little tax withheld.)	C
D	Enter number of dependents (other than your spouse or yourself) you will claim on your tax return.	D
E	Enter "1" if you will file as head of household on your tax return (see conditions under Head of household above).	E
F	Enter "1" if you have at least \$2,000 of child or dependent care expenses for which you plan to claim a credit. (Note. Do not include child support payments. See Pub. 503, Child and Dependent Care Expenses, for details.)	F
G	Child Tax Credit (including additional child tax credit). See Pub. 972, Child Tax Credit, for more information. <ul style="list-style-type: none"> • If your total income will be less than \$65,000 (\$100,000 if married), enter "2" for each eligible child; then less "1" if you have two to four eligible children or less "2" if you have five or more eligible children. • If your total income will be between \$65,000 and \$84,000 (\$100,000 and \$119,000 if married), enter "1" for each eligible child. 	G
H	Add lines A through G and enter total here. (Note. This may be different from the number of exemptions you claim on your tax return.)	H

For accuracy, complete all worksheets that apply.

- If you plan to itemize or claim adjustments to income and want to reduce your withholding, see the **Deductions and Adjustments Worksheet** on page 2.
- If you are single and have more than one job or are married and you and your spouse both work and the combined earnings from all jobs exceed \$50,000 (\$20,000 if married), see the **Two-Earners/Multiple Jobs Worksheet** on page 2 to avoid having too little tax withheld.
- If neither of the above situations applies, stop here and enter the number from line H on line 5 of Form W-4 below.

Separate here and give Form W-4 to your employer. Keep the top part for your records.

Form W-4 Department of the Treasury Internal Revenue Service		Employee's Withholding Allowance Certificate Whether you are entitled to claim a certain number of allowances or exemption from withholding is subject to review by the IRS. Your employer may be required to send a copy of this form to the IRS.		OMB No. 1545-0074 2015
1 Your first name and middle initial		Last name		2 Your social security number
Home address (number and street or rural route)		3 <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Married, but withhold at higher Single rate. Note. If married, but legally separated, or spouse is a nonresident alien, check the "Single" box.		
City or town, state, and ZIP code		4 If your last name differs from that shown on your social security card, check here. You must call 1-800-772-1213 for a replacement card. <input type="checkbox"/>		
5 Total number of allowances you are claiming (from line H above or from the applicable worksheet on page 2)		5		
6 Additional amount, if any, you want withheld from each paycheck		6		\$
7 I claim exemption from withholding for 2015, and I certify that I meet both of the following conditions for exemption. <ul style="list-style-type: none"> • Last year I had a right to a refund of all federal income tax withheld because I had no tax liability, and • This year I expect a refund of all federal income tax withheld because I expect to have no tax liability. If you meet both conditions, write "Exempt" here. <input type="checkbox"/>				
Under penalties of perjury, I declare that I have examined this certificate and, to the best of my knowledge and belief, it is true, correct, and complete.				
Employee's signature (This form is not valid unless you sign it.)		Date		
8 Employer's name and address (Employer: Complete lines 8 and 10 only if sending to the IRS.)		9 Office code (optional)		10 Employer identification number (EIN)

For Privacy Act and Paperwork Reduction Act Notice, see page 2.

Cat. No. 10220Q

Form W-4 (2015)

CLUB:

Rouge

Autumn

PERFORMER INFORMATION FORM

PLEASE MAKE SURE THAT ALL INFORMATION IS PRINTED IN A LEGIBLE AND
CLEAR MANNER

LAST NAME: COOK FIRST NAME: Ashley
REDACTED

DATE OF BIRTH: _____

STAGE NAME: Autumn
REDACTED

ADDRESS:

STREET

REDACTED

CITY

STATE

ZIP CODE

PRIMARY PHONE: _____

ADDITIONAL PHONE: _____

DRIVERS LICENSE: _____ (LIST ISSUING STATE AND NUMBER,
ATTACH A COPY)

SECONDARY FORM OF IDENTIFICATION: _____

REDACTED

SOCIAL SECURITY NUMBER: _____
REDACTED

EMERGENCY CONTACT INFORMATION: _____

DATE THIS FORM COMPLETED: 4/20/2015

PERFORMER'S ACKNOWLEDGMENT OF RECEIPT OF PERFORMER RELATIONSHIP
SELECTION AGREEMENT

Ashley CK
Performer's Signature

FORM VERIFIED AND APPROVED

BY: Danielle

CLUB: ROUGE

PERFORMER LICENSE AND TEMPORARY SPACE LEASE AGREEMENT

NOTICE: THIS IS A LEGAL CONTRACT THAT AFFECTS THE LEGAL RIGHTS OF THE PARTIES TO THIS AGREEMENT- READ IT!

LICENSE AND TEMPORARY SPACE LEASE COMMENCEMENT DATE: 4/20/2015

PREMISES ADDRESS: 1501 E. Main St. (the "Premises")

PERFORMER LEGAL NAME: Ashley Cook

PERFORMER ACKNOWLEDGES THAT PERFORMER HAS READ AND REVIEWED THIS AGREEMENT INCLUDING THE ATTACHED TERMS AND CONDITIONS IN ITS ENTIRETY, THAT PERFORMER HAS BEEN GIVEN AN OPPORTUNITY TO ASK THE CLUB ANY QUESTIONS OR EXPRESS ANY CONCERNS ABOUT THIS DOCUMENT, AND THAT PERFORMER HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF HIS OR HER CHOICE PRIOR TO ENTERING INTO THIS AGREEMENT. PERFORMER ACKNOWLEDGES THAT PERFORMER UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT AND KNOWINGLY AND FREELY AGREES TO ABIDE BY THEM.

THIS AGREEMENT REPLACES AND SUPERSEDES ANY PRIOR AGREEMENT BETWEEN THE PARTIES, AND SINCE THIS AGREEMENT IS THE MOST ACCURATE DESCRIPTION OF THE NATURE OF THE RELATIONSHIP OF THE PARTIES, AND REPRESENTS WHAT THE "MEETING OF THE MINDS" HAS BEEN SINCE THE PARTIES ESTABLISHED THEIR RELATIONSHIP, THE TERMS AND CONDITIONS HEREIN ARE DEEMED EFFECTIVE FROM THE DATE OF ANY PRIOR AGREEMENT OR RELATIONSHIP BETWEEN THE PARTIES, SHOULD ONE EXIST.

This Agreement incorporates our terms of AGREEMENT set out on the attached Terms and Conditions, which you confirm you have read and understood. We both agree to comply with the Terms and Conditions:

LICENSE AND TEMPORARY SPACE LEASE TERMS AND CONDITIONS

I. INCORPORATION OF PERFORMER RELATIONSHIP SELECTION FORM.

The Club and the Performer hereby acknowledge and agree that the Performer Relationship Selection Form is incorporated by reference herein, as if fully set forth, and Performer further acknowledges that he/she has reviewed the Performer Relationship Selection Form, and, after



acknowledging that he/she has had an opportunity to consult with an attorney of his/her own choice prior to making a selection of being a Licensee and Temporary Space Lessee ~~or~~ an employee, has elected to perform as a Licensee and Temporary Space Lessee.

2. GRANT OF LICENSE.

The Club hereby grants to Performer a temporary, revocable license (the "License") and non-exclusive right to use and occupy the Premises (the "Temporary Space Lease") commencing on License and Temporary Space Use Lease Commencement Date and continuing until the Termination Date, defined below, subject to the terms and conditions contained herein.

3. PERMITTED USES.

The Club will give access to its premises during normal operating hours for Performer's performances. This License shall be limited to Performer's use and occupancy of the Club as a Performer and Performer shall be entitled to perform entertainment services at the Club. Performer shall not use or occupy the Club or act or fail to act in any way which would constitute an event of default by Performer under this Agreement.

4. DURATION OF LICENSE AND TEMPORARY SPACE LEASE; TERMINATION OF LICENSE AND TEMPORARY SPACE LEASE.

This Agreement shall be for the period commencing on the License and Temporary Space Use Lease Commencement Date and shall terminate on the day preceding the first anniversary of the License and Temporary Space Use Lease Commencement Date. The License and Temporary Space Use Lease shall be *automatically extended* for successive periods equal to the current term. Notwithstanding the foregoing, either the Club or Performer may terminate this Agreement by giving the other party thirty (30) days' written notice of intent to terminate. In addition, the Club may terminate this Agreement without advanced notice in the event of any material breach by Performer, violation of any federal, state or local law or for any unprofessional conduct by Performer while on premises of the Club.

5. BASE LICENSE FEE.

In consideration of The Club's granting to Performer the right to use and occupy the Premises up through and including the License and Temporary Space Lease Termination Date, Performer hereby agrees to pay to The Club a daily license fee as set forth on Exhibit A attached hereto and made a part hereof (the "Base License Fee"). The Base License Fee shall be due and payable each day that Performer performs at the Club.

6. COMPENSATION.

Performer shall be entitled to retain all fees and gratuities received by customers of the Club for performances of Performer's services, subject to administrative fees charged by the Club in

exchange for processing of credit cards, redemption of Club Scrip (i.e. Dance Dollars, etc.) However, the Club shall establish minimum fees (the "Performance Fees") for entertainers' performances to be paid by customers based on industry custom and in consultation with Performers. The Club represents that the Performance Fees shall be competitive with fees charged at competitor establishments. Performer agrees not to charge a customer less than the Performance Fees for any performance unless the Performer first notifies the Club in writing of any charges to her customers of a lower amount. However, nothing shall prevent Performer from receiving tips or other gratuities in excess of the Performance Fees. **The Performer specifically acknowledges that the Performance Fees attributable to personal dances (i.e. "lap dances") or performances in private or semi-private rooms are a non-discretionary mandatory service charge to the customers and are not tips or gratuities to the Performer.**

7. HOURS.

The Club is to provide to Performer the non-exclusive right, in common with other entertainers, to perform at the Club, during the Club's normal business hours; Performer agrees to negotiate with the Entertainment Director, Scheduling Director, or assignee, to establish a weekly reserved performance schedule that fits within Performer's weekly artistic pursuits. The reserved performance schedule is only valid for one week and shall be renegotiated weekly. Performer agrees that, if Performer misses any portion of the reserved performance schedule, Performer may be subject to appropriate sanctions and/or possible cancellation of the reserved performance schedule. Such sanctions shall be in the form of liquidated damages, set forth in Exhibit A, hereto. Performer shall have the right to perform at the Club during the hours of Performer's Schedule and shall have the right to perform at the Club at all times only subject to availability.

8. SERVICES.

In addition to use of the Club premises, The Club shall provide the following services at the Club, at The Club's expense and/or with Club permission:

- a) Music (including ASCAP/BMI/SESAC fees);
- b) Dressing Room Facilities;
- c) Lockers;
- d) Wait Staff;
- e) Beverage Service; and
- f) Advertisement of the Club (any advertisement specific to the Performer shall be at Performer's sole cost and expense and The Club shall have no obligation to advertise for the Performer).
- g) "House Mom" (NOT compensated independently by the Club, however the performer may provide voluntary gratuities to the House Mom, if desired)

Performer agrees that the License fee does not include fees for the following services: hair and make-up artists and any other ancillary services which shall be contracted for and paid directly by Performer, at Performer's sole cost and expense.

9. RELATIONSHIP.

The Club and Performer each acknowledge and agree that the relationship of the parties hereto is that of The Club as "Licensor" and "Lessor" and Performer is a "Licensee" and "Temporary Space Lessee" and is not an employee/employer relationship. Nothing in this Agreement shall be construed so as to create an employee/employer relationship between the parties hereto. Performer shall be solely responsible for obtaining and maintaining, at Performer's sole cost and expense, all necessary business licenses and permits and insurance including but not limited to, health, disability and workers compensation and for paying all federal, state and local taxes and contributions imposed upon any income earned by Performer at the Club.

The Club and Performer acknowledge and represent that if the relationship between them was that of employer and employee, the Club would be required to collect, and would retain, all Performance Fees paid by customers to Performer. Performer acknowledges and agrees that if the relationship were one of employer/employee, all Performance Fees would be the property of the Club. THE PARTIES ACKNOWLEDGE AND REPRESENT THAT PERFORMER'S RIGHT TO OBTAIN AND KEEP PERFORMANCE FEES PURSUANT TO THIS LICENSE IS SPECIFICALLY CONTINGENT UPON THE BUSINESS RELATIONSHIP OF THE PARTIES BEING THAT OF THE CLUB BEING A LICENSOR AND TEMPORARY SPACE LESSOR AND PERFORMER BEING A LICENSEE AND TEMPORARY SPACE LESSEE.

Performer is a skilled entertainer and the Club is not responsible for providing training or instruction on performances. Since Performer understands that for all purposes under this Agreement, Performer will operate as an Independent Performer, Performer retains full independence in exercising judgment as to the time and manner in performing at the Club. For example, Performer shall have the sole and exclusive right to choose the days or evenings to appear and perform at the Club, and individual choice over his/her costumes, props, or any other equipment used during a performance. Performer is solely responsible for the development of any performances, number of hours spent performing, and the final control over any aspect of the presentation of any performance.

In order to comply with applicable tax laws and to assure that the Club is not unjustly harmed and that Performer is not unjustly enriched, the Club and Performer agree that if upon any ruling or decision of an arbitrator, court or other tribunal with jurisdiction over the matter that the relationship is one of employer/employee, Performer shall surrender, reimburse and pay to the Club, all Performance Fees received by Performer at any time she performed on the Premises - all of which would otherwise have been collected and kept by the Club had they not been retained by Performer under the terms of this License and Temporary Space Lease - and shall immediately provide a full accounting to the Club of all tip income which he/she received during that time. This potential set-off shall be agreed to regardless of the Club not administering the applicable dance fees as part of the Club's gross receipts.

Any Performance Fees that Performer fails to repay to the Club are deemed service charges to the customer and, as such, the Club shall be entitled to offset any wage obligations by any amount not returned by the Performer.

By this Agreement, Performer shall be compensated for providing performances that would otherwise be Performance Fees due to the Club by receiving these fees exclusively and directly paid by patrons of the Club. Furthermore, Performer acknowledges that any and all fees received from patrons must be reported in full to the Internal Revenue Service, and that the payment of taxes and other required contributions are the sole responsibility of Performer, and that the Club has no control over the amount of income Performer earns nor any means to monitor or determine same.

Performer has the right to provide similar services to other nightclubs or companies while subject to the terms of this Agreement.

10. RELEASE FROM LIABILITY.

Performer agrees that The Club shall not be responsible or liable for any damage or injury to any property or to any person or persons at any time on or about the Premises arising from any cause whatsoever except The Club's willful misconduct. Performer shall not hold The Club in any way responsible or liable therefore and will indemnify and hold The Club harmless from and against any and all claims, liabilities, penalties, damages, judgments and expenses (including, without limitation, reasonable attorneys fees and disbursements) arising from injury to person or property of any nature arising out of Performer's use or occupancy of the Premises and also for any other matter arising out of Performer's use or occupancy of the Premises including damage or injury caused by Performer.

Performer agrees to abide by all of the local ordinances of the City or County and the laws of the State in which the Club is located regulating topless and/or exotic dancing and/or adult entertainment performances.

Performer agrees that he/she will not violate any law or statute regarding prostitution, obscenity, harassment or unlawful performances and will hold the Club harmless for attorney fees, fines, and costs arising out of Performer's performances or services rendered at the Club's premises or business location which result from Performer's non-compliance with this Agreement.

11. NO ASSIGNMENT.

No assignment of this License and Temporary Space Lease shall be made by Performer.

12. DEFAULT.

In the event Performer shall be in default of any obligation to pay money under this License and Temporary Space Lease or in the event Performer shall be in default of any non-monetary provision of this License and Temporary Space Lease (including but not limited to violation of any Federal, state or local laws or regulations), this License and Temporary Space Lease shall

immediately terminate, and The Club shall have the right to the extent permitted by law, to (i) immediately withdraw the permission hereby granted to Performer to use the Premises; and (ii) remove all persons and property therefrom, without being deemed to have committed any manner of trespass. Such remedies shall be in addition to any other rights or remedies the Club may have hereunder or at law or equity.

13. CONFIDENTIALITY.

The Club and Performer acknowledge that each may come into contact with information in all forms regarding the other's business, clients and clients' businesses. All such information shall be deemed confidential information and shall not be used or communicated by the other at any time for any reason whatsoever.

14. NOTICES.

Any notices required or permitted to be given to either party under this License shall be given to the respective parties at the address written on the first page of this Agreement by hand, by Certified U.S. Mail, return receipt requested, or overnight courier (for next business day delivery) return receipt requested. Such notices shall be deemed given upon: a) delivery, in the case of hand delivery; b) one business day after mailing, in the case of overnight courier, and c) three business days after mailing, in the case of mailing.

15. LEGAL ACTION.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE CLUB IS LOCATED WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF.

16. ARBITRATION.

The parties agree that this Agreement is subject to binding arbitration pursuant to the Federal Arbitration Act (the "FAA"), and any disputes under this Agreement, as well as any disputes that may have arisen at any time during the relationship between the parties, and will be governed by the following:

1. Dispute Resolution/Arbitration Provision:

- a. If a dispute arises between the Club and Performer (over any aspect of their relationship), the Parties agree that the best way to resolve such dispute is informally. For that reason, if either Party has such a dispute with the other, the Party will bring it to the other Party's attention and attempt to work things out informally. But if not resolved informally, the Parties agree and neither will object to submit the dispute to final and binding arbitration as explained in this Section 16 rather than filing a lawsuit in court.
- b. Both Parties are equally bound to arbitrate disputes, held to the same standard, and are given comparable rights under this Agreement. The Parties share the right to select the arbitrator and are allowed access to an attorney throughout the arbitration process.

c. THIS PROVISION ELIMINATES THE RIGHT TO A TRIAL BY JUDGE OR JURY AND TO BRING OR JOIN IN CLASS ACTION PROCEEDINGS.

d. The Parties agree to submit any dispute (whether the dispute arose prior to or after execution of this Agreement) they are unable to resolve informally to final and binding arbitration as follows:

i. How this Arbitration Provision Applies

This Agreement is governed by the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* Its purpose is to ensure that an arbitrator, not a court, will decide ALL federal, state, statutory, and common law claims between the Parties, including, but not limited to all claims—legal or equitable, whether based in statute, tort, contract, equity, or breach of trust—that arise out of, in connection with, or relating to this Agreement (including formation, execution, enforcement, interpretation, or modification), Performer's classification as an independent contractor, and the arbitrability of any such claim, regardless of when it may have arisen, and regardless of whether a lawsuit has been filed seeking a collective or class action, all of which must be submitted for the arbitrator to decide in the first instance.

ii. Limitations On How This Agreement Applies

This Agreement will not apply if an arbitrator determines (1) that the applicable law prohibits the arbitrator from deciding a particular matter or (2) that the Agreement restricts either Party from exercising a right that cannot be expressly waived by an agreement such as the right to pursue a claim of a unfair labor practice with the NLRB.

iii. Selecting the Arbitrator

The Parties will select an Arbitrator by mutual agreement as follows:

- The Arbitrator must be an attorney or a former judicial officer;
- The Arbitrator must be licensed to practice or to preside where the arbitration will be conducted;
- The Parties may also mutually agree to use JAMS or the American Arbitration Association (or another organization) to resolve any claim. Claims will be resolved by the selected organization's rules in effect when the claim is filed, except where those rules conflict with this Agreement;
- If the Parties are unable to select an arbitrator by mutual agreement, either may apply to a court of competent jurisdiction where the arbitration will take place for the appointment of a neutral arbitrator. The court will appoint an arbitrator who will act under this Agreement with the same effect as if the Parties had mutually agreed upon the arbitrator's selection. The arbitration will take place no more than 25 miles from where the Performer last performed at the Club, unless the Parties agree otherwise.

iv. Starting The Arbitration

The same statutes of limitation that would apply in court apply to claims in arbitration. The Party initiating the claim must deliver a written demand for

arbitration to the other Party by hand or U.S. Mail within the applicable statute of limitations period. The demand must include the claimant's name, address, telephone number, an email address (if available), an identification of the Parties, and a brief statement describing the nature of the claim(s) and the remedy the Party is seeking. Any arbitration demand made to the Club must be mailed to: _____ . The arbitrator will resolve all disputes regarding timeliness or the propriety of the arbitration demand.

v. **How Arbitration Proceedings Are Conducted**

In arbitration, the Parties will have the right to be represented by an attorney, to conduct civil discovery, to file dispositive motions, to have the arbitrator issue subpoenas, and to present witnesses and evidence as needed in support of any claim(s) or defense(s), and the Arbitrator will resolve any disputes in this regard.

vi. **Class Action Waiver**

The arbitration is between the Club and Performer alone. For this reason, the Parties agree to bring claims *only* on an individual basis, not as a class action, collective action, or in any other representative capacity, such as a "private attorney general", etc. What this means as a practical matter is that each Party agrees that it will not:

1. File a claim seeking to proceed as a class action, collective action, or in any representative capacity or proceeding (e.g., private attorney general, etc.);
2. Attempt to consolidate claims involving separate claimants, unless the Club agrees in a writing signed by its Chief Executive Officer;
3. Join, be part of, participate, or be represented in any class or representative action brought by someone else; or
4. Pursue any award or remedy for someone who is not a named Party to the arbitration.

Furthermore, each party agrees that they will take all necessary steps to Opt-out or otherwise remove themselves as a participant in any class action filed under either state or federal law.

vii. **Paying For The Arbitration**

Each Party will pay its own attorney fees unless the Arbitrator awards attorney fees to the prevailing party under the applicable law. The Club will pay the Arbitrator's and arbitration fees where the law requires. If applicable law does not require the Club to pay the arbitrator's and/or arbitration fees, the fees will be apportioned between the Parties in accordance with applicable law, and the Arbitrator will resolve any disputes in that regard.

viii. **The Arbitration Hearing And Award**

The Parties will arbitrate their dispute before the Arbitrator who will confer with the Parties regarding the conduct of the hearing and resolve any disputes the Parties may

have in that regard. Within 30 days of the close of the arbitration hearing, any Party has the right to prepare a brief, serve it on the other Party, and file it with the Arbitrator. For any claim submitted to the Arbitrator, the Arbitrator may award any remedy the Party would otherwise be entitled to as an individual under applicable law. This Agreement will *not* cause any remedy that would otherwise be available to an individual in a court of law to be forfeited. The Arbitrator will issue a decision in writing stating the essential findings of fact and conclusions of law. Except where an Arbitrator determines that the law requires it, neither a Party nor an Arbitrator may disclose the existence, content, or results of the arbitration without the written consent of all Parties. Any court of competent jurisdiction will have the authority to enter a judgment based on the Arbitrators award.

2. Enforcement of This Agreement

If any part of this Agreement is found to be invalid, illegal or otherwise unenforceable, the Parties will first be given an opportunity to refashion the offending provision to best effectuate (1) the intent of the original provision to the extent permissible under the law and (2) the private, out-of-court resolution of disputes. If the Parties are unable to agree upon an amended provision that the arbitrator or court finds enforceable, the arbitrator may apply the offending provision to the extent permissible under the law or select (from among the Parties' proposed modifications) the clause that best effectuates (1) the intent of the original provision and (2) the private, out-of-court resolution of disputes. If none of the Parties' proposed modifications would render the offending provision enforceable under the law, the clause will be severed and the remainder of the Agreement will be enforced.

3. Scope of Arbitration and Arbitrability Reserved to the Arbitrator

This provision's purpose is to ensure that an arbitrator— *not* a court—will decide ALL federal, state, statutory, and common law claims between the Parties and to ensure that the class action waiver provision will apply to all such claims regardless of whether there are any pending collective or class actions pending at the time the agreement is entered. The Parties expressly agree that the arbitrator will decide all issues in the first instance, including, but not limited to all gateway questions of arbitrability concerning: substantive arbitrability; the scope of this arbitration provision; the provision's applicability to a particular dispute; procedural arbitrability; whether the Parties have complied with this arbitration provision; the validity and enforceability of the Agreement as a whole; the validity and enforceability of this arbitration provision; and whether the arbitration clause is substantively or procedurally unconscionable. Neither of the Parties will institute a civil action concerning a dispute between the Parties, and will instead submit all disputes to arbitration. If a Party institutes a civil action despite this provision, the Parties agree the court will immediately refer the matter to the arbitrator in the first instance for determination. Should Performer attempt to disavow the nature of the Parties' relationship or its classification as an Independent Performer, Licensee and Temporary Space Lessee, and not an "employee", such challenges will be heard exclusively by the arbitrator, not a court — moreover, the class action waiver provision will continue to apply to all such claims, regardless of the arbitrator's determination. If arbitrator reclassifies Performer as an employee, this Agreement will remain in full effect (including the class action waiver), and the arbitrator will proceed to

adjudicate the claimant's remaining employment-related allegations, such as those arising, e.g., under Title VII, the FLSA, ADEA, or any state statutes covering similar subjects.

17. VOLUNTARY AGREEMENT.

Performer confirms she is entering into this Agreement freely without threat, duress, or coercion of any kind.

18. MISCELLANEOUS.

This Agreement constitutes the entire understanding of the parties. No representations or warranties have been made by either party to the other, or by anyone else, except as expressly set forth in this Agreement. No prior oral or written statements, representations, promises and inducements have been made by either of the parties relating to the subject matter hereof which are not embodied in this Agreement. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to the extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to the other person or circumstance shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law. The Club's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect the validity or enforceability of this Agreement or operate or be construed as a waiver of any future enforcement of that provision or any other provision of this Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter thereof, and may not be modified or amended except in accordance by a writing signed by each of the parties hereto. All Sections 9 through 17 of this Agreement shall survive the termination of this Agreement.

AGREED TO AND ACKNOWLEDGED BY:

Ashley COOK
Signature-Legal Name of "Performer" (initial each page)

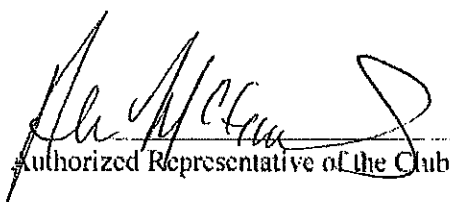
4/20/2015
Date

Ashley COOK
Print Name

Danne
Witness to Performer's Signature

4/20/15
Date

Danielle Rothenbader
Print Name


Authorized Representative of the Club

5-24-15
Date

Adam McGuinness
Print Name

EXHIBIT A

PERFORMER LEASE AND LICENSE FEES

CLUB: Rouge

0-1 Showtimes-\$60

2 Showtimes-\$30

3 Showtimes-\$20

4 or more Showtimes-\$15

Lease and License Fees are due at the beginning of any showtime.

Any Entertainer who misses a showtime is still held liable for the Lease and License Fee for that showtime payable at the beginning of the next reserved showtime.

Once the showtime reservations are made and finalized, any additional showtimes reserved will be charged at the rate of the initial reservation amount.

Additional charges may apply for weekend night reservations as listed below:

Friday \$ 30 MGR INT [Signature] Performer INT Ae

Saturday \$ 30 MGR INT [Signature] Performer INT Ae

Ashley Cook
Legal Name of "Performer"

4/20/2015
Date

Ashley Cook
Print Name

[Signature]
Witness to Performer's Signature

4/20/15
Date

Danielle Rothermel
Print Name

[Signature]
Authorized Representative of the Club

5-24-15
Date

Autumn



CLUB:

Rouge

Autumn

PERFORMER INFORMATION FORM

PLEASE MAKE SURE THAT ALL INFORMATION IS PRINTED IN A LEGIBLE AND
CLEAR MANNER

LAST NAME:

Cook

FIRST NAME:

Ashley

REDACTED

DATE OF BIRTH:

STAGE NAME:

Autumn

REDACTED

ADDRESS:

STREET

REDACTED

CITY

STATE

ZIP CODE

PRIMARY PHONE:

ADDITIONAL PHONE:

DRIVERS LICENSE:

(LIST ISSUING STATE AND NUMBER,

ATTACH A COPY)

SECONDARY FORM OF IDENTIFICATION:

REDACTED

SOCIAL SECURITY NUMBER:

REDACTED

EMERGENCY CONTACT INFORMATION:

DATE THIS FORM COMPLETED:

4/20/2015

PERFORMER'S ACKNOWLEDGMENT OF RECEIPT OF PERFORMER RELATIONSHIP
SELECTION AGREEMENT

Performer's Signature

Ashley

FORM VERIFIED AND APPROVED

BY:

Danielle

Ashley Cook

BUSINESS STATUS SELECTION BY ENTERTAINER
AND OFFER OF EMPLOYMENT

As a result of our review of your application, interview, and audition, the Club would like to offer you the opportunity to perform here. There are different business arrangements under which you can perform, and we want YOU to make the decision as to the way that YOU want to perform at this Club. You can do so either as: 1) an INDEPENDENT PROFESSIONAL ENTERTAINER; or 2) an EMPLOYEE.

We have listed below some of the general distinctions between performing here as an Independent Professional Entertainer or as an Employee. This document is not intended to provide legal or tax advice, and is merely a summary of general information.

WE DO NOT, HOWEVER, WANT YOU TO MAKE ANY RASH OR UNINFORMED DECISIONS CONCERNING THE MATTERS SET OUT IN THIS DOCUMENT. YOU ARE ENCOURAGED TO CONSULT WITH ANY PERSONS OF YOUR CHOICE, INCLUDING ATTORNEYS, ACCOUNTANTS AND/OR TAX PROFESSIONALS, PRIOR TO MAKING THIS SELECTION. IN ADDITION, IF YOU WOULD LIKE TO SEE A COPY OF THE CONTRACT THAT THE CLUB USES FOR INDEPENDENT PROFESSIONAL ENTERTAINERS (CALLED AN "ENTERTAINER LICENSING AGREEMENT") PRIOR TO MAKING YOUR DECISION, PLEASE JUST ASK AND WE WILL BE HAPPY TO PROVIDE YOU WITH A COPY TO REVIEW. FEEL FREE TO TAKE THESE DOCUMENTS HOME AND REVIEW THEM AT YOUR LEISURE BEFORE MAKING YOUR CHOICE.

After reviewing this information, we would like you to select the circumstances under which you want to perform at this Club. The Club management expresses no opinion on this matter, and we will be happy to have you perform here under either structure. This is your choice to make.

The Club will rely upon the selection you have made at the end of this document, and will offer you the opportunity to enter into the business arrangement that YOU selected.

Here are the general differences of the two distinct arrangements under which you can perform at this Club:

**INDEPENDENT PROFESSIONAL
ENTERTAINER STATUS**

VS.

EMPLOYEE STATUS

1. As an Independent Professional Entertainer, you will enter into a written contract with the Club which will be for a certain period of time; which will specify in writing the rights, duties and obligations of both you and the Club; and which cannot be changed except upon the mutual agreement of both you and Club management. The Club will not be able to terminate your contract during the specified period except upon the limited reasons identified in the contract.

2. As an Independent Professional Entertainer, all of your earnings will come directly from your customers. **YOU WILL NOT RECEIVE ANY PAY FROM THE CLUB, EITHER BY WAY OF AN HOURLY WAGE OR A SALARY.** You will charge your customers for your dance performances, and the money that you receive from them – either by way of mandatory charges for entertainment ("Entertainment Fees," discussed in number 4 below) or tips (discussed in number 3 immediately below) – will be your money that you will be able to take home at the end of the day. You will, however, be required to pay certain fees to the Club for having the right to perform here. You can review a copy of the contract that the Club uses in order to see the current amount of those fees.

1. As an Employee, you will not have a contract with the Club. Rather, your employment will be "at will," meaning that your employment can be terminated by the Club at any time, without cause and without prior notice. The Club will have the right to change the terms of your employment at its discretion at any time.

2. As an Employee, you will be paid every other Friday on an hourly basis at a rate equal to the current applicable tip—credited minimum wage. Under such an employment relationship, you would be paid, in accordance with Section 203(m) of the Fair Labor Standards Act and applicable state law, the legally permitted "tip-credited" wage (\$2.13 per hour at the time of the drafting of this document, and as adjusted by applicable law). The Club would then increase your wages by taking the allowable tip-credit (\$5.12 per hour at the time of the drafting of this document, and as adjusted by applicable law), which cannot exceed the amount of tips actually received and kept by you. If, in a workweek, you did not earn at the least the full minimum wage through wages and retained tips (\$7.25 per hour at the time of the drafting of this document, and as adjusted by applicable law), the Club would

Ac 2/22/18

EXHIBIT

tabbles

3. As an Independent Professional Entertainer, all tips that you earn (gratuities paid by customer *over and above* the established Entertainment Fees, as well as stage tips) are yours to keep. You will not be required to share your tips, or "tip out," to anyone.

4. As an Independent Professional Entertainer, the Entertainment Fees you charge your customers belong to you, and are yours to keep subject only to certain licensing fees.

5. As an Independent Professional Entertainer, you will be responsible for taking care of and paying all taxes and other withholdings due on your income.

6. As an Independent Professional Entertainer, you keep track of your own income. You do not report your Entertainment Fees or tip income to the Club (although the Club will be tracking the Entertainment Fees that you earn). You can take tax deductions for travel, advertising, makeup, costumes, props, tanning, health clubs, cosmetic surgery, etc., as allowed by law.

7. As an Independent Professional Entertainer, you may perform wherever you choose, and may perform at other clubs while you are under contract with this Club.

8. As an Independent Professional Entertainer, you will determine the days and times you perform at the Club. In addition, you can perform as many hours per day as you desire, although you will receive no "overtime" pay from the Club.

9. As an Independent Professional Entertainer, whether you take breaks, when you take your breaks, and the number and duration of any breaks, is totally up to you. The only restriction on your breaks is that you should not, obviously, take a break during your stage performances.

10. As an Independent Professional Entertainer, you can perform for whomever you choose, and can reject any customers you want.

provisions would not apply unless you were informed of them.

3. As an Employee, you would be entitled to retain all tips that you collect (gratuities paid by customers *over and above* the established Entertainment Fees, as well as stage tips, but not the mandatory Entertainment Fees you charge for personal performances – see number 4 below), although you will be required to pay 15% of your tips into a "tip pool" that would be distributed to non-dancer regularly tipped employees.

4. As an Employee, the Entertainment Fees you charge customers belong to the Club. You will have to turn them over to management before the end of your shift.

5. As an Employee, the Club will take out of your pay all taxes and other withholdings required by law.

6. As an Employee, you must, by law, report ALL of your tip income to the Club. You cannot deduct from your taxes the incidental expenses of your employment. In addition, the Club is required by law to pay to the IRS, out of the wages due to you, taxes owed on your tip income. If you make a substantial amount in tips, this could then result in you receiving a "zero" paycheck. If you have any questions about this, consult an accountant.

7. As an Employee, you will be prohibited from performing at other establishments.

8. As an Employee, the Club will select your schedule (both days and times), with input from you. The final decision of your work schedule, however, will be made by Club management based upon consideration of its business needs, such as the expected number of entertainers and guests, etc. The Club will generally not permit you to work any "overtime." However, at the discretion of management you may be required to work overtime, and you will be paid time and one-half for any excess hours that you work as required by law.

9. As an Employee, the Club will determine the time, number and duration of your breaks, consistent with state law.

10. As an Employee, you will be required to perform for all customers.

AC 2/22/18

11. As an Independent Professional Entertainer, you will never be required by the Club to give "free" dances to anyone.

12. As an Independent Professional Entertainer, you will never be required to engage in any Club promotions or advertising.

13. As an Independent Professional Entertainer, you will have the freedom to choose your own costumes, and you will be required to provide your own costumes. However, you will be expected to appear in costuming consistent with industry standards for professional entertainers performing in upscale, high-end, entertainment facilities.

14. As an Independent Professional Entertainer, you will determine your own appearance.

15. As an Independent Professional Entertainer, you will not be given any training. You will be expected to come to the Club with the necessary skills to perform as a professional exotic dance entertainer. You may perform in any lawful manner of your own choosing and you will not have to meet any type of "performance standards" set by the Club.

16. As an Independent Professional Entertainer, if you are injured at the Club, you will not be covered by Workers' Compensation Insurance, but you can sue the Club, if it is at fault, and your only limits of recovery are those that may be imposed by state law.

17. As an Independent Professional Entertainer, you will not be entitled to unemployment compensation benefits either if your contract expires or the Club terminates it early for any of the reasons listed in the agreement.

18. As an Independent Professional Entertainer, the Club will not offer you any form of health insurance.

19. By selecting Independent Professional Entertainer status, you will be acknowledging that you understand that you are not entitled to benefits under the Fair Labor Standards Act (minimum wage and overtime laws, among other things), the National Labor Relations Act, Equal Employment Opportunity laws, and other laws that protect employees.

11. As an Employee, you may, at the direction of management, be required to give "free" dances to certain customers.

12. As an Employee, you may, at the discretion of management, be required to participate in various Club promotions and advertising, both on and off the Club premises.

13. As an Employee, you will be required to wear the costumes selected by the Club, which will provide to you, free of charge, two costumes every two months and a pair of performance footwear every three months.

14. As an Employee, your appearance must comply with Club standards. Management will tell you how to wear your hair, and how your makeup should look.

15. As an Employee, you will be required to undergo dancer training, you must perform consistent with the standards set in that training, and you will be expected to meet certain dance minimum quotas in order to be able to keep your job.

16. As an Employee, if you are hurt at work your sole recourse against the Club, under most circumstances, will be for "Worker's Compensation" benefits. You will not have to prove the Club was at fault, but you will be subject to the limits of that coverage.

17. As an Employee, if you are fired or laid off, you may be entitled – if you have worked a sufficient period of time and satisfied other legal requirements – to unemployment compensation benefits. These benefits are for a fixed period of time and are set by law.

18. As an Employee, if the Club is at any time required to offer certain of its employees health insurance and you qualify, you may, but need not, accept such health insurance so long as you agree to pay the policy premiums up to a maximum of 8% of your total household income (wages and tips).

19. As an Employee, you will be entitled to certain legal protections under the Fair Labor Standards Act, the National Labor Relations Act, the Equal Employment Opportunity Act, and other laws that protect employees. You can find out about your rights as an employee by going to, among other places, the websites at www.dol.gov/esa/whd/flsa and www.doli.virginia.gov, and/or by reviewing the employment law posters that are displayed in the Club (if you have any questions as to where they are located, please ask a manager

AL 2/22/18

entitled, depending upon the amount of time you work, to other employee benefits. If you have any questions about this, ask a manager.

Ac 2/22/18

(THIS SPACE INTENTIONALLY LEFT BLANK)

AC 2/22/18

AFTER HAVING REVIEWED THE ABOVE INFORMATION AND HAVING CONSIDERED THESE MATTERS:

AC

I desire to perform as an Independent Professional Entertainer

In light of your selection to perform as an Independent Professional Entertainer, we want to be sure that you are aware of the significance of the choice you have made. Consequently, **DO NOT SIGN THIS DOCUMENT UNLESS YOU FULLY UNDERSTAND AND AGREE TO THE FOLLOWING STATEMENTS:**

By selecting to perform at this Club as an Independent Professional Entertainer, I acknowledge and represent that I have been afforded the opportunity to work at the Club as an employee-entertainer. However, after careful consideration I have willingly and intentionally chosen NOT to do so. In fact, I specifically REJECT the offer of employment extended to me by the Club, and I DECLINE and REFUSE the opportunity to enter into the type of employment arrangement discussed here. I desire, instead, to perform as an Independent Professional Entertainer under the terms set out in this document. I have made this choice of my own free will, and no one has forced, coerced, or threatened me to make this selection.

Accordingly, I hereby REJECT, DISAVOW, RENOUNCE AND REPUDIATE, any and all benefits that employee status may provide to me and any and all obligations that it may impose upon me.

I further understand and agree that the Club will rely on the statements, acknowledgements, representations, and the choice, that I have made in this document.

I desire to work at the Club as an Employee entertainer

Amy
Entertainer's signature

Ashley COOK
Entertainer's name (please print)

DATED: 2/22/18

AC
2/22/18

CLUB:

Rouge

Autumn

PERFORMER INFORMATION FORM

PLEASE MAKE SURE THAT ALL INFORMATION IS PRINTED IN A LEGIBLE AND
CLEAR MANNER

LAST NAME:

COOK

FIRST NAME:

Ashley

REDACTED

DATE OF BIRTH:

STAGE NAME:

Autumn

REDACTED

ADDRESS:

STREET

REDACTED

CITY

STATE

ZIP CODE

PRIMARY PHONE:

ADDITIONAL PHONE:

DRIVERS LICENSE:

(LIST ISSUING STATE AND NUMBER,

ATTACH A COPY)

SECONDARY FORM OF IDENTIFICATION:

REDACTED

SOCIAL SECURITY NUMBER:

REDACTED

EMERGENCY CONTACT INFORMATION:

DATE THIS FORM COMPLETED:

4/20/2015

PERFORMER'S ACKNOWLEDGMENT OF RECEIPT OF PERFORMER RELATIONSHIP
SELECTION AGREEMENT

Performer's Signature

FORM VERIFIED AND APPROVED

BY:

Danielle

ENTERTAINER LICENSING AGREEMENT

NOTICE: THIS IS A LEGAL CONTRACT. DO NOT SIGN IT UNLESS YOU FULLY UNDERSTAND AND AGREE TO ALL OF ITS TERMS (AND PLEASE NOTE THAT THIS CONTRACT CONTAINS AN AGREEMENT TO INDIVIDUALLY ARBITRATE DISPUTES AND CLAIMS, WHICH IS FOUND IN PARAGRAPH 2D). IF YOU HAVE ANY QUESTIONS, FEEL FREE TO TALK TO THE CLUB'S GENERAL MANAGER. WE SUGGEST THAT BEFORE SIGNING, YOU HAVE THIS CONTRACT REVIEWED BY AN ATTORNEY, ACCOUNTANT, OR OTHER PERSON OF YOUR CHOICE. IN ADDITION, EVEN IF YOU PREVIOUSLY SIGNED A SIMILAR CONTRACT, READ THIS ONE OVER CAREFULLY AS IT MAY BE DIFFERENT FROM THOSE YOU MAY HAVE SIGNED IN THE PAST.

This Entertainer Licensing Agreement ("Agreement") is entered into by the "Club" and "Entertainer" (the "Parties," with each being a "Party"), to permit Entertainer to use certain portions of the "Premises." The "Club," "Entertainer," and "Premises" are identified on the last page of this Agreement.

PURPOSE OF AGREEMENT:

The Club operates an entertainment facility on the Premises. Entertainer, who is engaged in the independently established trade and occupation of professional exotic dance entertainers and who runs her own business that provides such entertainment services and is licensed to do so (if legally required), desires to obtain the right to use certain areas of the Premises for her professional activities.

TERMS OF AGREEMENT:

Club and Entertainer agree as follows:

1. Licensed Use of The Premises/Term. The Club grants to Entertainer the right, during normal business hours, to jointly, along with other entertainers, use the stage areas and certain other portions of the Premises designated by the Club (this is referred to as a "licensing" arrangement, with the Entertainer being the licensee). This Agreement begins today and ends on the earlier of: A) October 31, 2018; or B) a termination date as provided for in paragraph 18.

2. Club's Additional Obligations. The Club shall:

- A. Provide music for use on the Premises, lighting, and dressing room facilities, and pay all copyright fees due relative to that music; and

- B. Reasonably advertise the business for the benefit of both Entertainer and the Club. This does not, however, prohibit Entertainer from advertising her services in any manner she so desires.

3. Assignment of Rights. This Agreement is based upon Entertainer's personal skills and artistic talent. Consequently, Entertainer has no right to assign any of her rights or obligations in this Agreement to any other person without the written consent of the Club. However, Entertainer has the right to substitute the services of any entertainer who has also entered into an Entertainer Licensing Agreement with the Club.

4. No Underage Drinking of Alcohol. Zero tolerance for any ABC alcohol violations on premises,

5. Use of Premises. Entertainer agrees to:

- A. Perform clothed, semi-nude ("topless"), and to perform in stage promotion rotations in order to ensure a continuous entertainment performance on the Premises;

- B. Obtain, keep in effect, and have in her possession at all times while she is on the Premises, any and all required licenses and/or permits;

- C. Read, understand, comply with, and not violate, any and all laws that apply to Entertainer's conduct while on the Premises, and provide only lawful entertainment services (violations of the law are beyond the scope of authority under, and constitute a breach of, this Agreement);

- D. Maintain accurate daily records of all income, including tips, earned while performing on the Premises, in accordance with all taxation laws; and

- E. Pay for any damages she causes to the Premises and/or to any of the Club's personal property.

6. Compliance with Rules. The Club may impose rules upon the use of the Premises by Entertainer as the Club deems necessary in order to ensure that: A) no damage to the Club's property occurs; B) the Premises are used in a safe fashion for the benefit of all entertainers, patrons, employees and others; and C) no violations of the law occur. Entertainer agrees to comply with all such rules.

7. Nature of Performance and Costuming. Other than to ensure compliance with all applicable laws, the Club shall have no right to direct or control the nature, content, character, manner or means of Entertainer's entertainment

AC 2/22/18

services, her performances, or the costumes/wearing apparel she selects. Entertainer shall have full control over all such matters. Entertainer shall supply and exclusively pay for all of her own costumes and wearing apparel (which must comply with all applicable laws and shall be in accordance with industry standards for professional entertainers performing in upscale, high-end, entertainment facilities), and all of her props or other equipment that she may use during, or as a part of, her performances.

8. **Intellectual Property.** Entertainer retains all intellectual property rights to her performances and likeness, unless assigned by her in writing.

9. **Nature of Business.** Entertainer understands: A) That the nature of the Club's business is adult entertainment; and B) that she may be subjected to partial or full nudity (depending on the law), explicit language, advances by customers, depictions or portrayals of a sexual nature, and to similar types of behavior. Entertainer represents that she is not and will not be offended by, and she assumes any and all risks associated with, being subjected to such matters.

10. **Privacy.** Privacy and personal safety are important concerns to Entertainer. Accordingly, the Club shall not knowingly disclose to any persons who are not associated with the Club, Entertainer's legal name, address, email address, or telephone number, except upon written authorization of the Entertainer or as required by law.

11. **Entertainment Fees.** In consultation with the entertainers who are parties to Entertainment Licensing Agreements with the Club, the Club shall establish fixed fees as the price for certain personal performances ("Entertainment Fees"). Entertainer agrees not to charge a customer less than the fixed price for any such performance unless the Entertainer notifies the Club in writing of any charges to her customers of a lower amount. Nothing in this Agreement, however, limits Entertainer from receiving tips over-and-above the established price for such performances (Entertainer is not required to share her tips with anyone else). THE PARTIES SPECIFICALLY ACKNOWLEDGE AND AGREE THAT ENTERTAINMENT FEES ARE NEITHER TIPS NOR GRATUITIES, BUT ARE, RATHER, MANDATORY CHARGES TO THE CUSTOMER AS THE PRICE FOR PURCHASING A PERSONAL ENTERTAINMENT PERFORMANCE.

12. **Business Relationship of Parties.**

A. Entertainer acknowledges that the Club has offered to hire her as an employee, but that she has **REJECTED** that offer and desires, instead, to perform as a licensee under the terms of this Agreement.

B. The Parties acknowledge that the business relationship created between them is that of a licensing arrangement for the joint and non-exclusive use of certain parts of the Premises (meaning that other entertainers are also parties to licensing agreements to use parts of the Premises at the same time). THE PARTIES SPECIFICALLY DISAVOW ANY EMPLOYMENT RELATIONSHIP BETWEEN THEM, and this Agreement shall not be interpreted as creating an employer/employee relationship or any contract for employment. ENTERTAINER UNDERSTANDS THAT THE CLUB WILL NOT PROVIDE TO HER ANY WAGE (WHETHER HOURLY OR OTHERWISE), OVERTIME PAY, EXPENSES, OR OTHER EMPLOYEE-RELATED BENEFITS.

C. The Club and Entertainer acknowledge that if the relationship between them was that of employer and employee, the Club would be required to collect, and would retain, all Entertainment Fees paid by customers to Entertainer – ENTERTAINER SPECIFICALLY ACKNOWLEDGING THAT IN AN EMPLOYER/EMPLOYEE RELATIONSHIP ALL ENTERTAINMENT FEES WOULD BE, BOTH CONTRACTUALLY AND AS A MATTER OF LAW, THE PROPERTY OF THE CLUB AND NOT THE PROPERTY OF ENTERTAINER. ENTERTAINER'S RIGHT TO OBTAIN AND KEEP ENTERTAINMENT FEES IS SPECIFICALLY CONTINGENT UPON THE BUSINESS RELATIONSHIP OF THE PARTIES BEING THAT OF A LICENSING STRUCTURE.

Under an employment relationship, Entertainer would be paid, in accordance with Section 203(m) of the Fair Labor Standards Act and applicable state law, the legally permitted "tip-credited" wage (\$2.13 per hour at the time of the drafting of this Agreement, and as adjusted by applicable law). The Club would then increase Entertainer's wages by the amount of tip income she earned and retained, up to the allowable tip credit (\$5.12 per hour at the time of the drafting of this Agreement, and as adjusted by applicable law), which could not exceed the amount of tips actually and ultimately received and retained by Entertainer. If, in a workweek, Entertainer did not earn at least the full minimum wage through wages and retained tips, the Club would pay Entertainer the difference so that she earned the full minimum wage for each hour worked (\$7.25 per hour at the time of the drafting of this Agreement, and as adjusted by applicable law). These "tip credit" provisions would not apply unless Entertainer was informed of them; this document serving as such notice. Entertainer would further be entitled to all retain tips – *but not Entertainment Fees* – that she

2/22/18 AC

may collect, although she would be required to pay 15% of her tips into a "tip pool" that would be distributed to non-dancer regularly tipped employees.

The Parties additionally acknowledge that were the relationship between them to be that of employer/employee, Entertainer's employment would be "at will" (she could be fired at any time without cause and without prior warning), and the Club could control, among other things, Entertainer's: Work schedule and hours of work; job responsibilities; physical appearance (such as make-up, hairstyle, etc.); costumes/wearing apparel; music; work habits; the selection of her customers; the nature, content, character, manner and means of her performances; and her ability to perform at other locations.

ENTERTAINER REPRESENTS THAT SHE DESIRES TO BE ABLE TO MAKE ALL OF THESE CHOICES HERSELF, WITHOUT THE CONTROL OF THE CLUB, AND THE PARTIES AGREE THAT ALL SUCH DECISIONS ARE EXCLUSIVELY RESERVED TO BE MADE BY HER.

ENTERTAINER FURTHER REPRESENTS THAT SHE DOES NOT DESIRE TO PERFORM AS AN EMPLOYEE OF THE CLUB UNDER THE TERMS OUTLINED ABOVE, BUT, RATHER, DESIRES TO PERFORM AS A LICENSEE CONSISTENT WITH THE OTHER PROVISIONS OF THIS AGREEMENT.

C.

D. If any court, tribunal, arbitrator, or governmental agency determines that the relationship between the Parties is one of employment and that Entertainer is then entitled to the payment of wages from the Club, all of the following shall apply:

i. In order to comply with applicable tax laws and to assure that the Club is not unjustly harmed and that Entertainer is not unjustly enriched by the Parties having financially operated pursuant to this Agreement, the Parties agree that Entertainer shall surrender, reimburse and remit to the Club, all Entertainment Fees received by her during all periods in which the court, tribunal, arbitrator, or governmental agency finds her to have been the employee of the Club (the "Reclassification Period") - all of which would otherwise have been collected and kept by the Club had they not been retained by Entertainer under the terms of this Agreement;

ii. Entertainer shall immediately remit to the

Club 15% of all tips that she earned during the **Reclassification Period**, which shall be distributed to non-dancer regularly tipped employees, and shall provide to the Club a signed and legally compliant statement of all tip income earned by her during the **Reclassification Period**.

iii. Any Entertainment Fees from the **Reclassification Period** that Entertainer does not return to the Club shall be deemed service charges paid by the customer and shall be accounted for by the Club as such. The Club shall then be entitled to a credit against any wages due in the amount of the Entertainment Fees retained by Entertainer, and such fees shall therefore constitute wages paid from the Club to Entertainer. In such circumstances, the Club shall immediately submit to the IRS and applicable state taxing authorities all necessary filings regarding such income; and

iv. The relationship of the Parties shall immediately convert to an employment arrangement under the terms in subparagraph 12(C).

E. If at any time Entertainer believes that - - irrespective of the terms of this Agreement - - she is being treated as an employee by the Club or that her relationship with the Club is truly that of an employee, Entertainer shall immediately, but in no event later than three business days thereafter: i) provide notice to the Club in writing of her demand to be fully treated as an employee consistent with the terms of subparagraph 12(C) and applicable law; and ii) begin reporting all of her tip income to the Club on a daily basis (such tip reporting being legally required of all regularly tipped employees). The Club shall then convert Entertainer to an employee consistent with the provisions of subparagraph 12(C) of this Agreement and the "Employee Status" provisions of the Business Status Selection by Entertainer and Offer of Employment document previously signed by Entertainer.

F. If at any time during this Agreement, Entertainer desires to convert to being an employee-entertainer, Entertainer shall notify the Club of her desire in writing, and the Club shall thereafter convert her to an employee consistent with the provisions of subparagraph 12(C) of this Agreement and the "Employee Status" provisions of the Business Status Selection by Entertainer and Offer of Employment document previously signed by Entertainer.

G. If at any time Entertainer contends that she should not be bound by the terms of this Agreement and that

AC 2/22/18

she is or was entitled to the payment of wages during any period of time that she performed at the Club, Entertainer shall, contemporaneously with making such a demand, provide to the Club a signed and legally compliant statement of all tip income earned by her during the time she claims to have been entitled to the payment of wages.

in violation of any laws.

13. **Taxes.** Entertainer is exclusively responsible for, and shall pay, all applicable taxes and contributions imposed upon any income she earned while performing on the Premises. Entertainer shall timely file all required income tax returns.

14. **Scheduling of Performance Dates.** No later than the 15th day of each calendar month, Entertainer shall provide to the Club a schedule of the entertainment sessions that she intends to perform during the following month (each such entertainment session being one "Show Date"). The Club shall make the licensed portions of the Premises available to Entertainer during the dates and times she selects, subject only to space availability. Entertainer may be permitted perform on the Premises during unscheduled Show Dates, subject to space availability and the terms of this Agreement.

15. **License Fees.** Entertainer shall pay licensing fees ("Licensing Fees") to the Club in amounts stated in Exhibit "A." Licensing Fees shall be paid immediately upon completion of the Show Date for which they are due.

16. **Material Breach by Club.** The Club materially breaches this Agreement by failing to provide to Entertainer the licensed portions of the Premises on any day she schedules herself to perform, or by willfully violating any law governing the operation of the Club. The Club shall not be liable for acts of nature or other causes beyond its reasonable control.

17. **Material Breach by Entertainer.** Entertainer materially breaches this Agreement by failing to maintain any and all required licenses and/or permits; willfully violating any law while on the Premises; failing to appear for a scheduled Show Date on two or more occasions in any one calendar month; failing to pay any Licensing Fees when due; or claiming the business relationship with the Club as being other than that of a licensing arrangement.

18. **Termination/Breach.** Either Party may terminate this Agreement, without cause, upon thirty (30) days' notice. Upon material breach, the non-breaching Party may terminate this Agreement upon twenty-four (24) hours' notice or as otherwise may be provided by law. Nothing in this paragraph, however, shall allow Entertainer to perform on the Premises without a valid license or permit, if applicable, or to continue to engage in conduct

19. **Severability.** If any provision of this Agreement is declared to be illegal or unenforceable, this Agreement shall, to the extent possible, be interpreted as if that provision was not a part of this Agreement; it being the intent of the Parties that such part be, to the extent possible, severable from this Agreement as a whole. Nevertheless, in the circumstance of a judicial, arbitration, or administrative determination that the business relationship between Entertainer and the Club is something other than that of a licensing structure, the relationship between Entertainer and the Club shall be governed by the provisions of subparagraphs 12(C) and 12(D).

20. **Governing Law.** This Agreement shall be interpreted pursuant to the laws of the State of Virginia, except as may be preempted by the Federal Arbitration Act.

21. **ARBITRATION/WAIVER OF CLASS AND COLLECTIVE ACTIONS/ATTORNEY FEES AND COSTS.**

NOTE: PROCEEDINGS IN ADMINISTRATIVE AGENCIES, SUCH AS THE NATIONAL LABOR RELATIONS BOARD, THE DEPARTMENT OF LABOR, AND THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, ARE NOT GOVERNED OR BARRED BY THE PROVISIONS IN THIS PARAGRAPH 21. ENTERTAINER MAY FILE ANY CLAIM SHE WANTS WITH ANY ADMINISTRATIVE AGENCY REGARDLESS OF ANYTHING CONTAINED IN THIS PARAGRAPH 21.

IN ORDER TO RESOLVE DISPUTES THAT MAY ARISE OUT OF ENTERTAINER PERFORMING AT THIS CLUB, THE CLUB HAS ESTABLISHED A PRIVATE "ARBITRATION" PROCESS SET OUT IN THIS PARAGRAPH 21. ARBITRATION IS SIMILAR TO A COURT PROCEEDING BUT IT'S LESS FORMAL, LESS TIME-CONSUMING, AND CAN BE LESS EXPENSIVE THAN GOING TO COURT. THROUGH ARBITRATION, THE PARTIES AGREE TO HAVE THEIR NON-ADMINISTRATIVE DISPUTES RESOLVED BY AN "ARBITRATOR" (USUALLY AN ATTORNEY, WHO IS SOMETIMES A RETIRED JUDGE), INSTEAD OF BY A COURT OR JURY.

THIS IS THE ARBITRATION PROCESS THAT WILL GOVERN FOR ANY NON-ADMINISTRATIVE DISPUTES:

Ac 2/22/18

- A. ANY CONTROVERSY, DISPUTE, OR CLAIM ARISING OUT OF, OR RELATING IN ANY WAY TO, THIS AGREEMENT, ITS TERMINATION, ENTERTAINER PERFORMING AND/OR WORKING AT THE CLUB AT ANY TIME, OR THE TERMINATION OF SUCH PERFORMANCES OR WORK (COLLECTIVELY IN THIS PARAGRAPH 21, A "CLAIM" OR "CLAIMS"), SHALL BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT (THE "F.A.A.").

THIS REQUIREMENT TO ARBITRATE ANY AND ALL NON-ADMINISTRATIVE CLAIMS APPLIES REGARDLESS OF WHETHER:

- i) SUCH A CLAIM IS BASED UPON CONTRACT, COMMON LAW, EQUITY, STATUTE, REGULATION, ORDINANCE, OR OTHERWISE; AND
- ii) A CLAIM BY ONE PARTY IS ONLY AGAINST THE OTHER PARTY OR IS AGAINST PERSONS OR ENTITIES ASSOCIATED IN ANY WAY WITH THE OTHER PARTY (INCLUDING BUT NOT LIMITED TO PAST, PRESENT, AND FUTURE OWNERS, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, CONSULTANTS, LANDLORDS, LICENSORS, AND/OR AGENTS, WITH EACH SUCH INDIVIDUAL AND ENTITY ALSO BEING CONSIDERED TO BE A "PARTY" FOR PURPOSES OF THIS PARAGRAPH 21).

THE ARBITRATION PROCEEDING SHALL OCCUR IN THE STATE OF VIRGINIA, AND SHALL BE ADMINISTERED BY AN INDEPENDENT NEUTRAL ARBITRATOR AGREED UPON BY THE PARTIES, WHO SHALL BE PERMITTED TO AWARD -- SUBJECT ONLY TO THE RESTRICTIONS CONTAINED IN THIS PARAGRAPH 21 -- ANY RELIEF AVAILABLE IN A COURT.

THE PARTIES WAIVE THE RIGHT TO LITIGATE ALL SUCH NON-ADMINISTRATIVE CLAIMS IN A COURT OF LAW AND WAIVE THE RIGHT TO TRIAL BY JURY. THESE WAIVERS APPLY TO ALL STATUTORY CLAIMS OF EVERY CONCEIVABLE KIND OR NATURE WHATSOEVER (EXCEPT, AGAIN, TO CLAIMS IN ADMINISTRATIVE AGENCIES WHICH, AS REFERENCED IN THE "NOTE"

ABOVE, ARE NOT GOVERNED BY THIS PARAGRAPH 21), INCLUDING BUT NOT LIMITED TO CLAIMS THAT SEEK WAGES AND/OR OTHER EMPLOYMENT BENEFITS, OR THAT ALLEGE HARASSMENT, DISCRIMINATION, OR THE UNLAWFUL PROVIDING OF ALCOHOL ("DRAM SHOP" LIABILITY).

NO DEMAND FOR ARBITRATION MAY BE MADE AFTER THE DATE WHEN THE COMMENCEMENT OF LEGAL OR EQUITABLE PROCEEDINGS BASED ON SUCH A CLAIM WOULD BE BARRED BY THE APPLICABLE STATUTE OF LIMITATIONS.

SUBJECT ONLY TO THE PROVISIONS OF THE F.A.A. AND THIS PARAGRAPH 21, THE ARBITRATOR SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTES OVER THE FORMATION, VALIDITY, INTERPRETATION, AND/OR ENFORCEABILITY OF ANY PART OF THIS AGREEMENT, INCLUDING THE ARBITRATION PROVISIONS CONTAINED IN THIS PARAGRAPH 21 AND THE SCOPE OF THESE ARBITRATION PROVISIONS.

EACH PARTY SHALL INITIALLY BE RESPONSIBLE FOR ITS/THEIR OWN ATTORNEY FEES AND OUT-OF-POCKET COSTS ASSOCIATED WITH THE ARBITRATION PROCEEDING. THE ACTUAL COSTS OF ARBITRATION (THE ARBITRATOR'S FEES AND RELATED EXPENSES) SHALL BE BORNE EQUALLY BY THE ENTERTAINER AND THE CLUB UNLESS APPLICABLE LAW REQUIRES THE ARBITRATOR TO IMPOSE A DIFFERENT ALLOCATION.

EITHER PARTY MAY REQUEST AN ARBITRATOR EXPERIENCED IN THE ADULT ENTERTAINMENT INDUSTRY. THE PROCEEDINGS SHALL BE CONDUCTED IN ACCORDANCE WITH THAT LEVEL OF DUE PROCESS REQUIRED FOR ARBITRATIONS. THE ARBITRATOR'S DECISION (WHICH IS TO BE IN WRITING) SHALL BE FINAL, SUBJECT ONLY TO REVIEW UNDER THE F.A.A. OR AS PROVIDED FOR IN THIS PARAGRAPH 21. ANY AWARD BY THE ARBITRATOR MAY BE ENTERED AS A JUDGMENT IN ANY COURT HAVING JURISDICTION.

Ac 2/22/18

- B. ENTERTAINER AND THE CLUB AGREE THAT ANY AND ALL CLAIMS THAT THEY MAY HAVE AGAINST THE OTHER (AND/OR AGAINST ANY PERSONS OR ENTITIES ASSOCIATED WITH THE OTHER), SHALL BE BROUGHT AND MAINTAINED INDIVIDUALLY BY THAT PARTY IN ARBITRATION; THAT THEY WILL NOT CONSOLIDATE THEIR CLAIMS WITH THOSE OF ANY OTHER PERSON OR ENTITY; THAT THEY WILL NOT SEEK CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION TREATMENT FOR ANY CLAIM; AND THAT THEY WILL NOT PARTICIPATE, IN ORDER TO RESOLVE A CLAIM, IN ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION AGAINST THE OTHER (AND/OR AGAINST PERSONS OR ENTITIES ASSOCIATED WITH THE OTHER).

ACCORDINGLY, THE ARBITRATOR SHALL NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIM, AND MAY NOT PRESIDE OVER ANY FORM OF REPRESENTATIVE, CLASS, OR COLLECTIVE PROCEEDINGS. IN THE EVENT AN ACTION IS BROUGHT IN ARBITRATION ON BEHALF OF MULTIPLE INDIVIDUALS AND/OR ENTITIES, THE ARBITRATOR SHALL HAVE ONLY THE AUTHORITY TO DIVIDE THE ACTION INTO INDIVIDUAL PROCEEDINGS; EACH THEN TO BE HEARD BY AN INDIVIDUAL ARBITRATOR.

SHOULD AN ARBITRATOR RULE ON WHETHER A MATTER MAY PROCEED AS A REPRESENTATIVE, CLASS OR COLLECTIVE ARBITRATION (A "SCOPE OF ARBITRATION RULING"), THE ARBITRATOR SHALL IMMEDIATELY STAY ALL PROCEEDINGS FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING SUCH A RULING TO PERMIT ANY PARTY TO MOVE A COURT OF COMPETENT JURISDICTION TO CONFIRM OR VACATE THE SCOPE OF ARBITRATION RULING BY DETERMINING WHETHER THE SCOPE OF ARBITRATION RULING IS IN ACCORDANCE WITH APPLICABLE LAW AND THE TERMS OF THIS PARAGRAPH 21(B). IF, AT THE END OF SUCH 30 DAY PERIOD, NO PARTY HAS MOVED FOR JUDICIAL REVIEW, THE ARBITRATOR SHALL PROCEED WITH THE ARBITRATION. HOWEVER, IF ANY PARTY HAS SOUGHT JUDICIAL REVIEW DURING THAT PERIOD, THE ARBITRATION SHALL BE STAYED UNTIL THE RULING OF THE COURT AND THE CONCLUSION OF ANY AND ALL

APPEALS FROM SUCH RULING.

IN THE EVENT THAT ANY PARTY IS MADE, AT ANY TIME, A MEMBER OF A CLASS IN ANY PROCEEDING BARRED BY THE PROVISIONS OF THIS PARAGRAPH 21(B), THE PARTY AGREES TO "OPT OUT" AT THE FIRST OPPORTUNITY.

- C. IF AT ANY TIME THE PROVISIONS OF PARAGRAPH 21(B) THAT REQUIRE CLAIMS ONLY TO BE BROUGHT ON AN INDIVIDUAL BASIS ARE RULED TO BE UNENFORCEABLE, THEN THE ARBITRATION MAY PROCEED AS AN OPT IN COLLECTIVE ACTION GENERALLY UTILIZING THE PROCEDURES ADOPTED UNDER 29 UNITED STATES CODE SECTION 216(b) OF THE FAIR LABOR STANDARDS ACT FOR DETERMINING THE PARTICIPANTS IN SUCH AN ACTION.

UNDER NO CIRCUMSTANCE SHALL AN ARBITRATION PROCEED ON A CLASS ACTION, OPT OUT, BASIS; THE PARTIES SPECIFICALLY INTENDING THAT IF CLASS ACTION PROCEEDINGS ARE DEEMED TO BE LEGALLY REQUIRED FOR ANY CLAIM, THEN THEY AND ALL OTHER RELATED CLAIMS SHALL BE ADMINISTERED BY A COURT OF LAW.

- D. SHOULD A PARTY SEEK EMERGENCY RELIEF TO PREVENT OR ABATE ALLEGED IRREPARABLE HARM AND THE PARTIES BE UNABLE TO AGREE TO AN ARBITRATOR WITHIN THREE (3) BUSINESS DAYS, THE PARTIES SHALL JOINTLY PETITION A COURT OF COMPETENT JURISDICTION FOR APPOINTMENT OF A NEUTRAL ARBITRATOR TO PRESIDE OVER THE REQUEST FOR EMERGENCY RELIEF.
- E. IN THE EVENT THAT ANY PARTY CHALLENGES, OR IS REQUIRED TO INITIATE PROCEEDINGS TO ENFORCE, THE ARBITRATION REQUIREMENTS OF THIS PARAGRAPH 21, THE PREVAILING PARTY TO SUCH CHALLENGES/ENFORCEMENT PROCEEDINGS SHALL BE ENTITLED TO AN AWARD OF ALL COSTS, INCLUDING REASONABLE ATTORNEY FEES, INCURRED IN LITIGATING SUCH ISSUES.

IN ADDITION, SHOULD A PARTY CHALLENGE, OPPOSE, OR FAIL TO CONSENT TO, THE ENFORCEABILITY OF THE ARBITRATION REQUIREMENT

AC 2/22/18

CONTAINED IN THIS PARAGRAPH 21, ANY PARTY THAT PREVAILS IN OBTAINING ENFORCEMENT OF THESE ARBITRATION PROVISIONS SHALL BE ENTITLED TO AN AWARD OF ALL COSTS, INCLUDING REASONABLE ATTORNEY FEES, INCURRED IN LITIGATING ANY OTHER MATTERS IN A COURT OF LAW THAT WOULD NOT HAVE BEEN NECESSARY HAD THE CLAIM(S) INITIALLY BEEN BROUGHT IN ARBITRATION UNDER THE TERMS OF THIS PARAGRAPH 21.

- F. ANY RULING ARISING OUT OF A CLAIM BETWEEN THE PARTIES SHALL, TO THE EXTENT NOT PRECLUDED BY LAW, AWARD COSTS INCURRED FOR THE PROCEEDINGS,

AC 2/22/18

INCLUDING REASONABLE ATTORNEY FEES, TO THE PREVAILING PARTY.

- G. THE ARBITRATION PROVISIONS OF THIS PARAGRAPH 21 SUPERSEDE ANY PRIOR ARBITRATION AGREEMENT(S) ENTERED INTO BETWEEN THE CLUB AND THE ENTERTAINER.

ALL PORTIONS OF THIS PARAGRAPH 21 SURVIVE EXPIRATION, TERMINATION, AND/OR CANCELLATION OF THIS AGREEMENT.

22. Superseding Effect. The execution of this Agreement by the Parties shall terminate any similar agreement or other similar contract currently in effect between the Parties.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

AC 2/22/18

This Agreement is immediately terminated if Entertainer is not of legal age. Entertainer specifically represents that she is of lawful age or older, that she has provided appropriate identification verifying her age, and that such identification is valid and authentic.

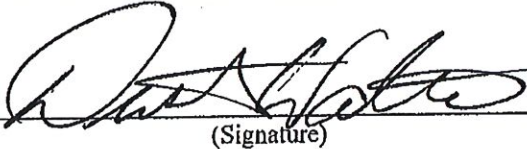
BY SIGNING THIS DOCUMENT, ENTERTAINER REPRESENTS THAT:

- SHE HAS FULLY READ THIS AGREEMENT PRIOR TO SIGNING IT;
- SHE HAS BEEN PROVIDED A COPY OF THIS AGREEMENT AND HAS HAD OPPORTUNITIES TO BOTH ASK QUESTIONS REGARDING ITS CONTENT AND HAVE IT REVIEWED BY PERSONS OF HER CHOICE, INCLUDING BY ATTORNEYS AND ACCOUNTANTS, BEFORE SHE HAS SIGNED IT; AND
- SHE UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT.

"CLUB"

PMSA

By:


(Signature)

Dustin Walton
(Printed Name)

Its:

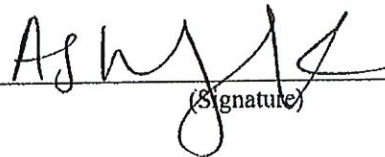
Manager
(Position)

Date:

"PREMISES"

3300 Norfolk St
Richmond Va 23255

"ENTERTAINER"


(Signature)

Ashley Cook
(Printed Name)

Autumn
(Stage Name)

REDACTED

(Street Address)

REDACTED

(City, State, Zip Code)

(Entertainer's license/ Permit Number-if applicable)

(Entertainer's I.D. Number)

Date:

2/22/18

EXHIBIT "A"

The parties acknowledge and agree that the following terms are incorporated into the Entertainer Licensing Agreement entered into between Entertainer and the Club:

1. **Licensing Fees/Base Licensing Fees.** Pursuant to paragraph 15 of the Entertainer Licensing Agreement, the parties agree that Entertainer shall pay both "Base" and "Additional" Licensing Fees as set forth below. The daily Show Date Base Licensing Fee shall be as follows*:

DAY ENTERTAINMENT SESSION**Monday - Sunday**

12:00 noon to 8:00 pm \$10.00

Late Arrival- \$20.00 per hr

EVENING ENTERTAINMENT SESSION**Monday - Sunday**

8:00 pm to Close: \$20.00

Late Arrival- \$25.00 per hr

*The times in the Base Licensing Fee schedule above apply to when the Entertainer is dressed and ready to perform, regardless of the time when she arrives at the Club or has scheduled herself to begin to perform on the Premises.

2. **Additional Licensing Fees.** Pursuant to paragraph 15 of the Entertainer Licensing Agreement, Entertainer shall pay Additional Licensing Fees to the Club as follows for the following types of personal dances:

- a. Individual Dances and Time Only VIP Room Dances will be split 50% to the Entertainer and 50% to the Club.
- b. Champagne Rooms will be split with Bottle pricing consideration.

3. Any term of the Entertainment Licensing Agreement entered into between Entertainer and the Club not specifically modified by this Exhibit A shall remain in full force and effect.

"CLUB"

BTF3 Inc
d/b/a PaperMoon Scot's Addition

By: _____

[signature]

Dustin Walton

[printed name]

Its: _____

Manager

Date: _____

"ENTERTAINER"

Ashley Cook

[signature]

Ashley Cook

[printed name]

Autumn

[stage name]

Date: _____

2/22/18

AC 2/22/18

ASHLEY COOK DRIVER'S LICENSE

Customer Identification

REDACTE

Name
COOK
ASHLEY, I

Address
REDACTED

Sex
F

Class
NONE

Date of Birth
REDACTE

Eyes
GRN

Endorsements
NONE

Iss ORL
03/28/2016

Height
5 FT 6 IN

Restrictions
NONE

Exp
05/30/2023

Ashley Cook

♥ Organ Donor
DD 075402212

ASHLEY COOK

CLUB:

Bouge

Autumn

PERFORMER INFORMATION FORM

PLEASE MAKE SURE THAT ALL INFORMATION IS PRINTED IN A LEGIBLE AND
CLEAR MANNER

LAST NAME:

Cook

FIRST NAME:

Ashley

REDACTED

DATE OF BIRTH:

STAGE NAME:

Autumn

REDACTED

ADDRESS:

STREET

REDACTED

CITY

STATE

ZIP CODE

PRIMARY PHONE:

ADDITIONAL PHONE:

DRIVERS LICENSE:

(LIST ISSUING STATE AND NUMBER,

ATTACH A COPY)

SECONDARY FORM OF IDENTIFICATION:

REDACTED

SOCIAL SECURITY NUMBER:

REDACTED

EMERGENCY CONTACT INFORMATION:

DATE THIS FORM COMPLETED:

4/20/2015

PERFORMER'S ACKNOWLEDGMENT OF RECEIPT OF PERFORMER RELATIONSHIP
SELECTION AGREEMENT

Performer's Signature

FORM VERIFIED AND APPROVED

BY:

Danielle